

## INTERNATIONAL ADOPTIONS MINISTRY FEE AGREEMENT

### COVER LETTER

## INTERNATIONAL ADOPTION MINISTRY AGREEMENT

International Christian Adoptions is first and foremost a ministry. ICA believes in the sanctity of life in that all children born and unborn are valued and uniquely made. Our overriding mission is to offer children hope in the love of Jesus Christ; hope for basic needs; hope for an education and bright future; hope for a family they can call their own. This mission is fulfilled through adoption, foster care, humanitarian aid, counseling and support. International Christian Adoptions is one program of five ICA operates.

It costs a great deal of resources to run our programs domestically and internationally. There are no "fees per child" but rather an averaged fee per service (based on our programs) and broken down into an easier payment schedule. For example: Potential Adoptive Parents (PAPs) might be required to have a supervised provider (previously approved through ICA if outside the services area) – services such as post placement reports can cost \$500 per child. We do not work on a surplus nor does any private person benefit independently from our finances.

We make a great effort to pay our creditors timely. No board member benefits financially. We seek outside sources (churches and foundations) for additional funding as well.

ICA asks its families to prayerfully consider the costs and whether they should proceed with an adoption before they make a commitment they cannot keep which puts the agency and the child in jeopardy. ICA has resources that may be available to offer funding. Please read the enclosed materials.

**PLEASE NOTE** - No work will be executed on your behalf until International Christian Adoptions receives this signed agreement.

Our signatures below attest to the fact that we have read and understand all the above.

\_\_\_\_\_  
Adoptive Parent Signature    Date    Adoptive Parent Signature    Date

\_\_\_\_\_  
Print Adoptive Parent    Print Adoptive Parent

## INTRODUCTION

# INTRODUCTION

As prospective adoptive parents, you are about to embark upon an exciting experience. Adoption can be a very emotional process, and it is sometimes difficult to remember all the details and information we have provided to you concerning the adoption. Because of this, we have found it helpful to put some of this information in writing so you can refer to it from time to time throughout the adoption process. Since this is important information and it is important for us to know you have it, we will ask you to sign a copy of this statement for our files.

Adoption placements have certain risks, which may or may not be known at the time of placement or may never be known by us. The purpose of this statement is to set forth several, but not all, of the significant risks associated with entering into an international adoption plan. You, as potential adoptive parents, are urged to review this document, and all documents we ask you to sign, with an attorney or anyone else you choose. Also, we want to emphasize that the adoption process is completely voluntary. You should not feel pressured nor are you obligated or required to continue any adoption plan at any time up until the Court finalization of the adoption, whether that finalization occurs in the foreign country or in the United States.

The amount of information available to us varies from placement to placement. As a result, certain risks may become known to us and/or become significant to the placement. You understand that as significant, material information becomes known to us, it will be disclosed to you so that you can review it and possibly reevaluate your participation in this proposed adoption placement. You also understand and acknowledge that not all information will be known to us or knowable by us, and it is possible that all of the information, both known and unknown, may create risks and have an effect on the future health, social and/or emotional development of the child.

Explanation of the Adoption Services and Terms As used in this document, the following terms are defined as follows:

"Adoptive Parents" and "you" refer to the individual(s) whose name and signature appear at the end of this document.

"Agency" and "we" or "us" refer to International Christian Adoptions.

"Referral Source" refers to any person, agency or organization who refer children in a foreign country to you for purposes of an adoption.

"Foreign government" refers to any government entity, whether national or local, in a country outside of the United States.

Our signatures below attest to the fact that we have read and understand all the above.

\_\_\_\_\_  
Adoptive Parent Signature    Date    Adoptive Parent Signature    Date

\_\_\_\_\_  
Print Adoptive Parent    Print Adoptive Parent

FEE AGREEMENT

## ADOPTION SERVICES FEE AGREEMENT

This Agreement is entered into by and between INTERNATIONAL CHRISTIAN ADOPTIONS ("ICA") and the undersigned prospective Adopting Parent(s) ("PAP"). ICA and PAP are collectively referred to herein as "the parties".

Name(s) \_\_\_\_\_

### RECITALS

The parties have entered into an International Adoption Services Agreement, defining the parties' respective rights and obligations with regard to adoption services that may be provided to PAP by ICA. In consideration of such services, as more fully specified herein and in the International Adoption Services Agreement, PAP agrees to pay the fees set forth herein in accordance with the terms and conditions herein. It is the intent of the parties that this Fee Agreement, once it is executed by both parties, is and becomes a part of the contract and agreement between the parties.

### AGREEMENTS

#### 1. Recitals

The recitals set forth above are hereby made a part of this Fee Agreement.

#### 2. International Adoption Services Agreement

The provisions of the International Adoption Services Agreement, including but not limited to the recitals, releases, disclaimers, termination provisions, and dispute resolution provisions of that Agreement, are hereby made a part of this Fee Agreement and incorporated herein by this reference. All provisions of the

International Adoption Services Agreement shall apply herein, and shall be fully enforceable, as though those provisions were expressly set forth herein. In the event of any conflict between the provisions of the Adoption Services Agreement and the provisions contained herein, the terms of this Fee Agreement shall be controlling.

#### 3. Fee Schedule

Please see attached schedule.

3.1 Contractual Effect - Attached to this Fee Agreement, and incorporated herein by reference, is the "Fee Schedule" for the adoption program in which PAP is participating. The terms of the Fee Schedule are contractual and are hereby made a part of this Fee Agreement. PAP shall pay fees and expenses in the amounts, to the persons or entities, and at the time specified in the Fee Schedule. Failure to do so will constitute a material breach of this Fee Agreement and the Adoption Services Agreement.

3.2 Changes in Fee Schedule - A typical Fee Schedule has been provided to PAP for information purposes at the time of initial inquiry application. Because substantial time may elapse and circumstances may change between the time of initial inquiry and the time when PAP is accepted and committed to an ICA program, the specified provisions and amounts in the Fee Agreement and Fee Schedule that PAP will be asked to sign may differ from the provisions and amount that appeared in the Fee Agreement and Fee Schedule given to PAP at time of initial inquiry or application. PAP agrees that ICA may change the amounts of expenses and fees stated in the Fee Schedule, so long as the change is applied equally and prospectively to all similarly-situated Aps. PAP agrees to pay the fees and expenses in effect at the time of billing.

#### 4. Sole Responsibility

PAP is solely responsible for paying all costs and fees referred to in the Fee Schedule

#### 5. Waiver or Reduction of Fees

Certain fees are reduced in the following situations: The program fees may be reduced based on a variety of factors including, medical needs, age, or being part of a

Initial \_\_\_\_\_ Initial \_\_\_\_\_

large (three or more) sibling group. ICA also has a special fund (though limited), which helps families needing financial assistance to adopt special needs or older children. Requests for these funds are considered on a case-by-case basis at time of referral.

## 6. Refund of Fees

6.1 Agency Fees - All fees paid are non-refundable or transferrable.

6.2 International Fees- All International fees paid to ICA are non-refundable or transferrable. Should PAP terminate the adoption for any reason, all fees are non-refundable as services will have been rendered.

6.3 Orphan Care Fee- Orphan Care Fee: All fees paid are non-refundable or transferable. No tax receipt can be given for these fees per IRS regulations surrounding required fees.

6.4 Program Closure - This agreement will automatically terminate in the event that ICA or the sending country chosen by PAP closes or suspends its adoption program or processing for a period of three months or more. All fees paid are non-refundable nor transferable.

6.5 If Services Not Rendered – Per the U.S.A Accrediting Body, the primary provider provides a written explanation of how and when such fees and expenses will be refunded if the service is not provided or completed, and will return any funds collected to which the client(s) may be entitled within 60 days of the completion of the delivery of services;

Per the U.S.A. Accrediting Body, an international adoption governing body, states that if no services are rendered and PAPs have paid ICA, ICA can return funds back to the PAPs that are deemed appropriate and compliant. For example, if services were completed, funds will be charged. However, should PAPs not continue services prior to a non-refundable point, fees that were allocated for specific services can be refunded, with the exception of associated administrative fees that were pertinent to the case already rendered completed.

## 7. Categories of Fees and Expenses

### 7.1 Application Fee

7.2 Prepare and Enrich, Taylor Johnson and Psychological Evaluation - All families will take the Prepare and Enrich Assessment during the home study process. If adopting as a single individual, the family will take the Taylor Johnson Analysis. Additionally, a psychological evaluation for all PAP's will be required.

7.3 Home Study Fees - PAP must pay to ICA the Home Study Service Fee before the commencement of the home study process. If the home study is not performed by ICA, PAP must pay the home study costs and fees directly to the Cooperating Agency conducting the home study, and the home study review fee to ICA after the home study is finalized by our staff. Though ICA does not charge for any additional Home Study related costs including updates, amendments, addendums, or charges to this Home Study Service. PAP are responsible to pay any supplemental or additional adoption home study fee reasonably related to any required update, amendment, addendum, or change to a home study report to supervised provider or exempt provider. Please note that in addition to the stated fee, you will be responsible for paying the social worker's actual travel expenses if your residence is more than 50 miles (round trip) from the ICA office or social worker.

7.4 Post-Placement and post-adoption Service Fees - These fees cover the cost of a post adoption translation and administration in relation to the post adoption reports required by the sending country, by PAP's state of residence, ICA or by any other relevant authority. PAP agrees to pay ICA the post-adoption service fees within ten (10) days of acceptance of referral. The costs and fees for post-adoption reporting must be paid by PAP directly to the Cooperating Agency performing the post-adoption services. Please see the Post-Adoption Services and Reporting Agreement for further explanation of fees.

7.5 U.S. Program Fees and Expenses - This category of fees and expenses is intended to include all fees and estimated expenses for all adoption services provided in the U.S., other than home study services and document expenses. This category of fees includes ICA's personnel costs, administrative overhead, operation costs, communications and publications

costs, training and education, and any other costs related to providing adoption services in the U.S. It also includes full participation by PAP in ICA's adoption training and preparation program. This category of fees is intended to cover all U.S. Fees and expenses charged to PAP by ICA fees do not include any fees or costs that PAP may need to pay to third parties, such as legal fees, fees for medical review or medical services, travel or immigration costs or expenses, etc.

**7.6 Contributions and Orphan Care Fee** - PAP is required to pay this fee to ICA unless stated otherwise in the fee schedule. The intended use of this fee is to care for orphaned children that may not be adopted. Please note that these fees are for general, global orphan care efforts by ICA, which may include program development and are not necessarily dedicated to the sending country of the PAP.

**7.7 Document and Translation Fees and Expenses** - This category is the total fees and expenses expected to be charged for obtaining and translating documents related to the adoption. ICA will arrange for all necessary translations, and the fees for those translations are listed in the attached Fee Agreement. Also included in this category are the fees and costs for obtaining or copying records or documents required to complete the adoption, including authentication, costs for obtaining necessary court documents in the child's sending country, and cost for passports, any adoption certificate, and other documents. These costs and fees are to be paid by PAP to ICA and to the persons or entities providing the services or documents in the U.S. and the sending country, as ICA directs. Some fees such as authentication can vary depending on document qualities.

**7.8 Sending Country Program Fees and Expenses** - This category is the total fees and expenses expected to be charged for all adoption services to be provided within the child's sending country. This category includes costs for personnel, administrative overhead, training, education, legal services, and communications, any government filing or other administrative fees, escort fees, and all other costs related to providing adoption services in the sending country. Although these fees are ultimately payable to and received by adoption service providers within the sending country, for convenience and safety, PAP is to pay these fees to ICA who will then transfer them to the in-country provider in a secure manner. ICA will obtain written receipts for all funds transferred

overseas.

**7.9 Expenses for Care of the Child in the Sending Country** - This category includes the expected fees and estimated expenses that will be charged to PAP for the care of the child in the sending country. This category includes food, clothing, shelter, medical care, foster care, orphanage care, and any other services provided directly to the child. These costs may be assessed to PAP in one of two distinct manners. In some sending countries, the expenses for care of the child are assessed to PAP in a single, lump sum amount. In other countries PAP will be charged a monthly amount for the child's care, reflecting the cost to ICA of providing in-country child care. In the latter case, PAP will be billed for the cost of caring for the child starting at the time that PAP accepts the child referral from ICA and continuing until the child leaves the sending country. PAP should be aware that, due to administrative and other potential obstacles to adoption, this monthly expense could continue for many months. In addition to the per-determined child care expense, PAP also will be responsible for paying for any unanticipated medical expenses for the referred child.

**7.10 In-Country Travel and Accommodation Expense** - In most cases, PAP is responsible for paying the travel to the sending country. ICA arranges most travel within the sending country, including lodging, transportation, and the service of an escort and/or guide. If the costs and fees for such in-country travel and accommodation arrangements made by ICA are not included in the U.S. Fees and Expenses or Sending Country Fees and Expenses categories, above, such expected fees and estimated expenses will be listed separately. This category does not cover the adopted child's travel expenses, or any individual, incidental expenses during the trip.

**7.11 Other Third Parties Fees and Expenses** - In every adoption, PAP will incur additional costs and expenses not specified in the Fee Schedule. PAP's insurance, unanticipated medical costs for the child, legal fees, phone calls, postage, child medical review cost discretionary sightseeing expenses, etc. In any event, these costs and expenses are the sole and exclusive responsibility of PAP and are not included in any fee paid to ICA by PAP.

Where the amounts of these mandatory other fees and expenses are generally known (e.g., U.S. CIS-related fees, fees to other government entities in the U.S. or the sending country), they will be specified in the Fee Schedule. The amount of other fees and expenses that are discretionary or conditional are more difficult to estimate. The Fee Schedule contains estimates of some such fees, but PAP understands that these are estimates only and may change without notice. PAP agrees that these estimates and amounts are provided solely as a courtesy to PAP, and PAP agrees to release, indemnify and hold ICA harmless from any and all claims, damages, and injuries caused by any change or inaccuracy in these amounts or estimates.

### 8. Fees Devoted to Special Services

ICA devotes a portion of the agency fee paid by PAP to provide special services. Typically, 5% of the agency fee is devoted to the following: ICA services and special programs, humanitarian projects, ICA picnics and cultural events.

### 9. Unforeseen Additional Fees and Expenses

Although ICA reserves the right to increase fees, and to bill PAP in accordance with the Fee Schedule in effect at the time of billing, ICA does not customarily charge fees or expenses in addition to those specified in this Agreement and the Fee Schedule. However, additional fees or expenses may be charged when PAP requires unforeseen additional special services or considerations or when unforeseen additional fees or expenses are concurred in the sending country. Under either circumstance, ICA will charge PAP additional fees only when: (a) the additional fees or expenses are disclosed to PAP in writing in advance, wherever reasonably possible, (b) any fee or expense over \$1,000 is authorized by PAP in advance, and (c) where reasonably possible, ICA provides written receipts or expenses paid by ICA directly to third parties. In the event additional fees over \$1,000 are necessary, authorization by PAP is required. In the event that PAP does not authorize an additional expense, or waive the consent requirement ICA reserves the right to terminate the Adoption Services Agreement and further services to PAP.

### 10. No Payment to Other Persons or Entities

While the Adoption Services Agreement remains in effect, PAP shall not make or promise – or cause, solicit, or allow any third person to make or promise on PAP's behalf – any gift or payment of any kind for adoption services or fees to any person or entity other than (a) ICA (b) such persons, foreign agencies and entities, in-country providers, and Cooperating Agencies, or other entities as ICA shall specifically designate, and/or (c) any legal counsel or medical personnel retained by PAP. This prohibition includes, but is not limited to, any official or employee of any foreign nation or orphanage, and any birth parent of a prospective adopted child.

### 11. Returned Checks

PAP shall pay to ICA a fee of \$25.00 for each dishonored or returned check or payment made by PAP to ICA and any damages that resulted from such a transaction.

### 12. Breach

Failure of PAP to make any payment as required in this agreement shall be considered a material breach of this and the Adoption Services Agreement and may, among other consequences, result in suspension or termination of the adoption home study process, of this agreement, and/or of the Adoption Services Agreement.

### 13. Non-Transferability of Fees

Any fee paid by PAP to ICA may not be transferred to or used for services for any other person without ICA's express prior written permission. Any fee paid by PAP to ICA with regard to a specified ICA program may not be transferred to or used to pay for services in a different program without ICA's express prior written permission.

### 14. Entire Agreement

This Fee Agreement and the attached Fee Schedule, together with the Adoption Services Agreement, which is incorporated herein, contains the full, final, and exclusive statement of the agreement between the parties hereto with respect to fees. This document is being signed voluntarily, without reliance on any other promises or representations. Any modification or supplement to this agreement, including this section, must be in writing, and

signed by all affected parties.

### 15. Waiver of Notice and Consent Requirement

I understand that under this agreement ICA may not charge me any new or additional fee or expense in excess of \$1,000 without my express prior authorization. By signing this paragraph, I hereby expressly waive my right to notice and consent and agree that ICA may bill me for unforeseen fees and expenses that are incurred under the circumstance stated in this Section – whether or not they exceed \$1,000 – without my prior consent.

By signing this paragraph, I do not intend to wave any other rights I may have under this Section, under this agreement, or elsewhere.

\_\_\_\_\_  
Adoptive Parent Signature    Date    Adoptive Parent Signature    Date

\_\_\_\_\_  
Print Adoptive Parent                      Print Adoptive Parent

\_\_\_\_\_  
International Christian Adoptions, By

ESTIMATED FEES – INTERNATIONAL PROGRAM  
**ADOPTION ESTIMATED SERVICES AND FEES EXPLANATION - FULL SERVICES**

(Please see Ministry Agreement for exact details. A Schedule for payments has been implemented to make this easier for you. This is simply an explanation.)

INFO SESSION	FREE
FREE PRE-APPLICATION	FREE
APPLICATION SUBMISSION / REVIEW (Fee 7.1) (This non-refundable fee must accompany your preliminary application.)	\$850

**SCHEDULE #1 PAYMENTS TO ICA (As a Primary Provider)**

Paid upon application approval/File opening (Fee 7.1)	\$4,500
Paid upon completion of home study (Fee 7.3)	\$6,000
Paid when dossier sent to country (Fee 7.4)	\$4,500
Paid within 10 days of acceptance of referral (Fees 7.4)	\$5,000
Paid at 1800 approval (Fees 7.5)	\$2,550
<b>TOTAL FEES PAID TO ICA</b>	<b>\$23,400</b>

(\*\*\*Please note that some of the payments included cover a *portion* of in-country costs required ahead of time.)

**SCHEDULE #2 PAYMENTS FOR FOREIGN COUNTRY FEES (ESTIMATED) (Fees 7.10 – 7.11)**

Medical Reports (Fee 7.10)	\$500 - \$800
Ground Transportation, Flights, Hotel Boarding, Tours, Travel Expenses (per person)(Fee 7.10)	\$3,000 - \$10,000
Child Care Expenses (Fee 7.9)	\$1,500 - \$8,000
Foreign Service Provider (varies per country, if applicable)(Fee 7.8)*	\$3,000 - \$17,000
Central Authority (varies per country, usually replaces FSP fee)(Fee 7.8)*	\$3,000 - \$10,000
Child Visa, Passport, Medicals (per child)(Fee 7.10)	\$800 - \$1,100
Other Expense(s) (Fee 7.11)	\$1,500 - \$3,000
Emergency Expense(s) (just in case)	\$1,500
<b>Total Estimated Costs</b>	<b>\$14,800-51,4000</b>

\*Schedule of in-country fees are provided *when* family is approved for the specific international program.

**SCHEDULE #3 THIRD-PARTY PAYMENTS**

<ul style="list-style-type: none"> <li>ICA requires all families to complete their state's re-adoption process.</li> <li>State requirements vary, and in some cases, you may need to obtain legal assistance to complete the process and pay an attorney for these costs.</li> </ul>	\$150-500 \$800-\$2,000
PSYCHOLOGICAL EVALUATIONS	\$2,500 - \$5,000
PREPARE & ENRICH (Fee 7.2) TAYLOR JOHNSON (Fee 7.2)	\$500 Married Applicants (per couple) \$300 Single Applicants
<b>Total Estimated 3<sup>rd</sup> Party Cost</b>	<b>\$4,250-\$8,300</b>

### SCHEDULE #4 PAYMENTS TO ICA (AS a SUPERVISED PROVIDER)

Paid at time of application (Fees 7.0 – 7.1)	\$850
Paid upon approval of Preliminary Application, formal Packet sent out (Fee 7.1) <ul style="list-style-type: none"> <li>Costs include (some or all of the mentioned), Home Study Assessment, Homestudy updates, and dossier perspective assistance.</li> </ul>	\$4,500 - \$6,000
Additional Variant Costs: <ul style="list-style-type: none"> <li>Additional social worker travel costs for families outside of 50 miles (round trip) of nearest ICA office.</li> </ul>	\$0-\$1,500 <b>Varies case by case.</b>
Additional costs will be charged for each supervision report	\$500 (per report; per child)
Finalization PAP must finalize or re-finalize adoption in the U.S. in accordance with the provisions of the Placement Agreement.	\$800
Does not include out-of-pocket expenses for FedEx account; notarization; psychological exams expenses; fingerprint clearances; medical clearances; CPR/First Aid/Water Safety; training courses; etc.	\$150-\$500 <b>Varies case by case.</b>
<b>Total Estimated Cost as Supervised Provider</b>	<b>\$6,800-\$11,150</b>

## A. ICA GLOBAL AND ORPHANS SERVICES

### Home Study and/or Document Services Fees:

These fees cover ICA services in preparing and completing your adoption home study or ICA's cooperating agency fees. This includes social worker travel fees.

### Non-ICA Home Study Review Fee:

Any home studies written by one of ICA's cooperating agencies will be reviewed by ICA to ensure it meets all ICA and sending country criteria.

### Case Management Processing Fee:

ICA begins to go through all your documents and begins to compile the dossier.

### Post-Adoption Services Fees:

These fees cover the cost for ICA or your cooperating agency to provide post-adoption services, such as post-placement visits and reports completed by your social worker. Many countries require more than the standard 4 reports.

### Post Placement Services Fees:

These fees cover the cost for ICA or cooperating agency to provide services. Some countries require reporting PRIOR to the actual adoption finalization (i.e. a "guardianship or foster care" type of pre-adoptive placement). This is normally monthly visits and sometimes weekly visits and reporting depending on child/ren circumstances.

### U.S. Agency Fees:

The agency fees cover ICA's cost to coordinate your family's adoption with all state and Hague regulations as well as domestic and foreign government offices.

## OTHER THIRD PARTY SERVICES

### Adoptive Parent Education:

This covers the cost of pre-adoptive parent training through online courses and other resources. This is paid to an online source such as NCFA or Adoption Partners, etc. Please contact a country coordinator for your Parent Training Schedule.

### Prepare and Enrich and Taylor Johnson Assessment:

These are assessments used to help you strengthen your marriage and adjustment, preparing you for adoption. ICA will assist you with this process and prepay for you. Family will be billed after the initiation of the assessment.

### Psychological Evaluation:

Some countries require psychological evaluations using MCMI, MMPI, MMPI-2-RF, or MIPPS. ICA may be able to provide this service for you, provide referrals, or you may be able to use your own insurance (but not all insurance covers this cost). Please contact ICA Counseling Center for general costs and questions. Not all countries have this requirement however, at the discretion of ICA, families will have to complete a psychological evaluation. If you are "out of state" ICA may be able to assist you in finding an appropriate licensed psychologist and you will pay them directly.

### FBI and Child Abuse Clearances:

All adoptive families must complete fingerprint-based FBI clearances as part of their home study. This is paid to the appropriate livescan location.

### USCIS and Immigration-Related Fees:

All families pursuing an international adoption are required to obtain approval from U.S. Citizenship and Immigration Services (USCIS) before bringing a child into the U.S. through adoption. These fees cover application fee, fingerprinting, your child's visa, and if needed, any relevant renewals or changes. Normally, these are paid directly to USCIS and other appropriate government offices.

### Preplacement & Coordination Fees:

ICA begins a matching process and reviews files of available children.

### Orphan Support and Services:

This fee helps provide care for other orphaned children who may not be adopted.

## B. COUNTRY SUPPORT AND SERVICES

Country:	Bulgaria	Philippines	Romania
Estimated Country Fees:	\$18,000 - \$26,000	\$15,000 - \$25,000	\$15,000 - \$25,000

\*These fee rates are based on a single child adoption, and rates for some fees will vary in the case of a sibling group adoption. The variance is due to ICA's fees and cooperating agencies fees. Countries often change fees without notice. Country fees are paid directly to ICA. Subsequently, ICA will ensure the appropriate country's adoption authority/governing body receives the adoption fees submitted by the PAPs

## OTHER THIRD PARTY EXPENSES

**Document Authentication and Translation Fees:** **\$200 - \$3,000**

These fees cover costs of having your adoption documents authenticated and translated. The cost varies depending on country requirements. Apostille costs are normally paid to the authorized State office though each state varies. Translation costs are sometimes paid to the Foreign Supervised Provider (FSP) OR in some cases a qualified translator will need to be secured. Sometimes these costs are referred to as "third party" costs. Due to these requirements, all the payments are required to ICA directly from the PAPs, not the PAPs to FSP.

**Notary Services, County and State Authentication:** **\$300 - \$2,800**

The majority of documents associated with your adoption will require notarization. Additionally, depending on the country program you are adopting from, document certifications may also be required.

## C. TRAVEL SERVICES

**Travel Expenses:** **\$5,000 - \$10,000 est. per person**

Each family's travel expenses will greatly vary, depending on the program through which you are adopting, the number of required trips, the number of travelers, the time of year, and amount of travel notice. Travel expenses may include airfare, lodging, food, in-country transportation, traveler visas, and travel coordination.

**Medical Fee and Insurance for Adopted Child:** **\$500 - \$800 estimated**

While in the foreign country there will be a medical exam of the child which you will pay directly to the U.S. authorized clinic. Your adopted child must be added to your family's health coverage plan at the time your family assumes legal and financial responsibility for your child. This may occur upon approval of your adoption in your child's birth country or at the time you assume physical custody of your child.

**Emergency Expense:** **\$1,500 or more**

## D. TAX CREDIT

For adoptions finalized there is a federal adoption tax credit per child. The adoption tax credit is NOT a refundable credit, which means taxpayers can only get the credit refunded if they have federal income tax liability.

\_\_\_\_\_  
Adoptive Parent Signature Date

\_\_\_\_\_  
Adoptive Parent Signature Date

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Print Adoptive Parent

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Print Adoptive Parent

OUTGOING FEE SCHEDULE

# OUTGOING FEE SCHEDULE

## Outgoing Case- Estimated Costs

### DPSS Cases or Relatives in DPSS-

If you live in a foreign country and are adopting a child from a California Department of Child and Family Services county office, your costs are estimated as follows:

1. ICA cost to you - \$0 (provided as long as California continues the PAARP reimbursement program. If they discontinue it, then see INTERNATIONAL FEE AGREEMENT). (Fee 7.0 -et sec.)
2. Department cost to you- \$0 (Fee 7.8)
3. Central Authority (your country costs) - depends upon the country. We will inform you as soon as we know what they are. (Fee 7.11)
4. Foreign Authority (your country agency costs) - depends upon your country agency. We will inform you as soon as we know what they are.
5. See below "OTHER OUTSIDE COSTS".

### OTHER OUTSIDE COSTS (See 7.0 -et sec.):

- **Adult Travel** (at least 1 parent must travel) – est. \$3000-\$10,000 (Fee 7.10)
- **Child Travel** - est. \$1000-\$3000 + (Fee 7.10)
- **FedEx or other expressed packaging** - est. \$200-\$300 (Fee 7.11)
- **Child Visas, Passports** - est. \$500 (Fee 7.7)
- **Child Medical Exams** - est. \$500 + (Fee 7.11)
- **Child Psychological Exam** - est. \$700 + (Fee 7.9)
- **Parent Training** - est. \$300-\$500 (Fee 7.11)
- **Foster Care Expenses during any waiting time** - est. \$60/day (Fee 7.9) \$0-\$10,000
- **Additional Child Hospital expenses, depending upon health insurance** - est. \$0 - \$8000 (Fee 7.10 - 7.11)
- **Unexpected Emergency Costs** - est. \$1500 (just in case)
- **Post Adoption/Post Placement Report** - est. \$0 - \$500 each (Fee 7.4)
- **Home Study Assessment** - \$0 - \$6000 (Fee 7.3)

**Total Est Costs \$7,700-\$45,500**

### Relative or Birthparent Cases not in DPSS

If you live in a foreign country and are adopting a child (babies are not available unless you are adopting a relative) from a birthparent who is working with ICA, your costs are as follows:

**ICA Agency Costs** - \$23,900 due in stages (Fee 7.0 -et sec.):

1. **\$850** - Due with Preliminary Application (Fee 7.0 - 7.1) (Non-Refundable after 30 days).
2. **\$6000** - Due upon approval of Preliminary Application. You will be asked to submit your profiles. (Non-Refundable) (Fee 7.3).
3. **\$5000** - Due when matched. These funds are strictly used for birthparent expenses and are NOT refundable (Fee 7.9).
4. **\$12,050\*\*** - Balance due at placement (Minus home study and supervision cost up to \$3000. Please show us your agency receipt. Receipts will be confirmed with your agency.) (Fee 7.4 - 7.5).

**Total ICA Costs \$23,900**

Birthparent substantiated expenses (all receipted) - est. \$5000.

\*(Some countries do not allow birthparent expenses. In such cases your fees will include \$5000 extra.) Some countries allow these expenses to be a donation. We will talk about this with you.

You will be responsible for all Central Authority, Foreign Adoption Agency and Attorney costs for birthfather terminations (est. \$1500-\$5000 and normally a lot less). You are also responsible for all "OTHER OUTSIDE COSTS".

**Total Estimated Birth Parent Costs \$6,500-\$10,000**

\*\*If you have your home study and supervision done by a licensed agency within your country, authorized by the Central Authority in your country, ICA will credit your fees up to \$3000 with verified receipts.

Our signatures below attest to the fact that we have read and understand all the above.

Adoptive Parent Signature \_\_\_\_\_ Date \_\_\_\_\_ Adoptive Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Adoptive Parent \_\_\_\_\_ Print Adoptive Parent \_\_\_\_\_

Initial \_\_\_\_\_ Initial \_\_\_\_\_

AGREEMENTS

**INTERNATIONAL ADOPTIONS SERVICES  
 AGREEMENT**

This agreement is entered into by and between International Christian Adoptions ("ICA") and the undersigned PAP. ICA and PAP are collectively referred to herein as "the parties".

Name (s) of PAP: \_\_\_\_\_

**RECITALS**

1. PAP is a natural person or persons who wish to adopt a child or children born in a country ("the sending country") other than the United States of America ("U.S.A."). PAP acknowledges, and is aware, that the relationship established by adoption is one of parent and child, and that, if PAP is successful in adopting PAP will incur towards the adopted child/children all obligations, duties, and responsibilities of a legal parent.
2. ICA is a private, non-profit, licensed, child and family service agency which arranges and facilitates inter-country adoptions.
3. Prior to executing this agreement, PAP has completed and submitted to ICA a written Application for Adoption, which is hereby incorporated herein by this reference, and has paid the non-refundable application fee.
4. The parties now wish to enter into an agreement regarding prospective adoption services and to define their respective rights and obligations in that regard.
5. The provisions of this agreement are intended to govern those matters which are within the control of the parties. The parties acknowledge that the prospective inter-country adoption will involve a nation or nations other than the U.S.A., and that, therefore, the process subject to uncertainty, unpredictability, and

circumstances beyond the control of either party, including but not limited to, changes in foreign governmental policies and regulations, changes in foreign travel schedules, and changes in the procedures involved in the adoption process. The parties specifically acknowledge that the ultimate success or failure of the adoption process may depend on factors beyond the control of the parties, and that any failure of the adoption process is not necessarily caused by fault or breach of any party.

**1. Recitals**

The recitals set forth above are hereby made a part of this agreement.

**2. General Obligations of ICA**

2.1 General Obligations - In consideration of payment by PAP of the required fees and of the agreements contained herein, ICA agrees to provide adoption services to PAP as specified in this agreement. Such adoption services generally include writing and/or reviewing an adoption study of PAP, attempting to refer a child for potential adoption, obtaining and supplying to PAP available information about any such child, attempting to qualify PAP as adoptive parents in the sending country, serving as liaison with foreign authorities and orphanage personnel, attempting to place the child with PAP for purposes of adoption, providing assistance with travel and immigration requirements, and providing a Post-Adoption study or review.

2.2 Conditions precedent to ICA's Obligations - ICA is obligated to provide services to PAP only in accordance with the following provisions and only upon satisfaction by PAP of all conditions precedent, including payment by PAP of fees as required herein and in the Fee Schedule and Adoption Services Fee Agreement.

2.3 Limitations to ICA's Obligations - PAP specifically acknowledges and understands that ICA's obligations to PAP under this agreement are limited by ICA's legal obligation to act at all times in the best interests of the child. Nothing in this agreement obligations to provide any report or consent which is favorable to PAP if, in ICA's

Initial \_\_\_\_\_ Initial \_\_\_\_\_

professional judgment and sole discretion, a favorable report or consent is not warranted.

### 3. Cooperating Agency

3.1 Definition of Cooperating Agency – If PAP resides outside of a state in which ICA is licensed, or if for any other mutually acceptable reason PAP uses an agency other than ICA to complete the home study and Post-Adoption services and reports, a "cooperating agency" must provide those services. A "cooperating agency" is a social service agency which is licensed to provide adoption studies and Post-Adoptions services and report in the states where PAP resides. The cooperating agency may be an entity with Hague Convention accreditation, an entity exempted from Hague Convention accreditation, and/or may be acting as a Hague Convention cooperating agency under the supervision of ICA.

3.2 Selection of Cooperating Agency – When services are to be provided by a cooperating agency, ICA requires PAP to select and contract with a cooperating agency from a list provided by ICA. In any event, PAP must select a cooperating agency licensed in the state where PAP resides, and willing to sign the documents and agreements required by the sending country chosen by PAP. ICA's approval or listing of any particular cooperating agency does not constitute an endorsement by ICA of that cooperating agency or any warranty by ICA of the services performed by the cooperating agency.

3.3 Relationship Between ICA and Cooperating Agency - All cooperating agencies are entities separate and distinct from ICA. PAP acknowledges and understands that no cooperating agency is an employee, contractor, branch, or affiliate of ICA, and that ICA has no control over the means or manner of the performance of the services provided by any cooperating agency.

3.4 Payment for Services Rendered by Cooperating Agency - PAP is solely responsible for paying all fees and costs for services provided by any cooperating agency. All such fees and costs are to be paid directly to the cooperating agency by PAP, in accordance with any contract or agreement that may exist between PAP and the cooperating agency.

### 4. In-Country Providers

4.1 Definition of In-country Provider - In order to refer children to prospective adopting parents such as PAP, in many cases ICA establishes relationships with other persons and entities who are not ICA employees in various sending country. These persons or entities are referred to in this agreement as "in-country providers." In some countries, ICA also establishes programs and facilities staffed by ICA employees and/or provides services in-country by ICA employees. For the purposes of this agreement, the term "in- country provider" refers only to persons or entities providing services in the sending country who are not ICA employees. An in-country provider may be a Central Authority public or government agency, an entity with Hague Convention accreditation in the sending country, and/or may be acting as a Hague Convention Foreign Supervised Provider under the supervision and responsibility of ICA. ICA strives to work with in-country providers whom ICA believes are professional, ethical and competent, and who will be successful in referring and placing children with parents. The following provisions govern the relationship between PAP, ICA, and the in-country providers.

4.2 A Foreign Supervised Provider - A Foreign Supervised Provider (FSP) is used in those cases where the PAP lives in a convention country besides the U.S. They will be responsible for Post-Adoption or Post- Placement services as well as home study services. ICA will be responsible for all child services and/or collecting all legal documents to insure the safe and secure transition of the child. The Foreign Supervised Provider will report to the Central Authority in the country. ICA and the Foreign Supervised Provider will cooperatively work together in the best interests of the child. The HAC and other necessary approval certificates is also a cooperative process with ICA, the State and Central Authority. ICA abides strictly to the Articles of the Convention on the Rights of the Child. In other cases, where the PAP lives in the U.S.A., the FSP is authorized, by their Central Authority, to assist in the adoption process. They may be a licensed entity.

In working with you, however, in the course of providing adoption services, ICA may find it necessary to communicate with third parties to assist you or to act in the best interest of

the child, whether the child has been identified or not. Accordingly, prospective adoptive parent(s) agree that ICA may disclose confidential information to health care professionals or entities, social workers, home study providers, or government agencies with a direct interest in the adoption proceedings (USCIS, embassies), so long as any such disclosure reveals no more information than is necessary for ICA to provide adoption services, either to the prospective adoptive parent(s) or the child. This provision survives any termination of this Agreement.

ICA cannot be held responsible for your confidentiality loss as your case file information and dossier will be in the foreign country during and after your adoption. ICA cannot guarantee that your file will be secure and does highly recommend an identity theft protection agency.

## WAIVER OF LIABILITY

The adoptive parent(s) acknowledge and understand all the risks of adoption as set-forth in this document.

Adoptive parent(s) wish to pursue an adoption plan and to seek an adoptive placement, knowing and assuming all the medical, legal and other risks of adoption as set-forth in this document.

Adoptive parent(s) hereby waive, release, and forever discharge the Agency, its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successor corporations and affiliates from any and all claims, as set-forth in this document, demands, charges, causes of action, liabilities, penalties, costs and expenses, including attorney fees, that the PAP, who sign this waiver, may have now or in the future against the Agency or its employees, attorneys, social workers, independent contractors, independent contract attorneys, independent contract social workers, principals, officers, shareholders, owners, directors, successors, corporations and affiliates.

4.3 ICA Duties - ICA will refer PAP to appropriate in- country providers in the sending country from which PAP wishes to adopt. ICA will act as liaison between PAP and the in-country provider. ICA will coordinate adoption services with the in-

country providers, will receive and transmit to PAP all information received concerning child referrals, and will advocate for PAP in all manners reasonable and necessary.

4.4 Relationship Between ICA and In-country Providers - In-country providers are independent entities who work cooperatively with ICA to provide adoption services to PAP acknowledges and understands that ICA has no control over the means or manner of the performance of the services provided by any in-country provider.

4.5 Fees for in-country providers - PAP is solely responsible for paying all fees and costs charged by in- country providers. In most cases, ICA will inform PAP of those fees and costs. Fees and costs are paid directly by PAP to ICA, who then forwards the payment to the in-country providers. PAP hereby authorizes ICA to forward such payments to the relevant in-country providers. Occasionally, in-country providers require additional fees to cover the costs of unanticipated government delays, medical care for the child, or similar events. In any event, PAP agrees that ICA is in no way responsible for the fees charged by in-country providers, or for fees that have been forwarded or paid to in-country providers, and that under no circumstances shall ICA be required to refund or account for such fees. In the event that a placement is not completed, and depending on the circumstances, ICA may advocate with the in-country provider on behalf of PAP for paid fees to be credited toward another referral, or for a refund of fees paid to the in-country provider, but ICA cannot guarantee any such favorable outcome, and PAP agrees that ICA is not responsible or liable for PAP's loss of fees paid to an in- country provider.

## 5. U.S. Providers

5.1 A Supervised Provider is a licensed Hague accredited agency who is responsible for your home study and post-adoption or post-placement services. In cooperation with ICA, they will assist you with all the collection of documents necessary to complete your home study. They will report to us through your post-adoption and post-placement services. However, we really want you as a family to stay connected to us in the process so we can assist with any services you may need.

5.2 When ICA is NOT conducting your home study and post-adoption or post-placement services the prospective adoptive parent (s) must have a Supervised Provider. ICA will give you

a list to choose from but they must be:

1. Hague Accredited Agencies are given first selection. If there are no Hague Accredited Agencies in the Provider area of the PAP, another state licensed adoption agency will be considered.
2. Agency must be fully licensed and in good standing with a current letter from their licensing entity. A statement and disclosure of any adverse actions towards the provider must be provided (including but not limited to, loss of license, complaints, disciplinary actions, suspensions, denials of license, and criminal charges).
3. Proof of Liability must be provided and current, and ICA must be added to the policy as additionally issued.
4. Social workers are not independent contractors but are employed but the Supervised Provider.
5. A copy and knowledge of Supervised Provider's state and licensing regulations.
6. Supervised Provider must be able to sign and notarize the ICA's Supervised Provider Contract.
7. PAP's are given at least two recommendations of Hague accredited agencies in their service area, if they have not already selected one that has been approved by primary provider.
8. If there are no Hague Accredited Supervised Provider's in the PAP's service area, a non-Hague, licensed agency shall be chosen that meets all above requirements as well as the ICA policies for supervised providers.
9. ICA will not continue relationships with Supervised Providers who do not cooperatively comply with Hague Regulations and ICA's policies and procedures.

## 6. General Obligations of PAP

In consideration of the agreements contained herein, and in addition to the other obligations specified herein, PAP agrees to the following responsibilities. Failure to fulfill these responsibilities may result in suspension or termination of services and/or termination of this agreement.

6.1 Cooperation - PAP must fully cooperate with ICA and its agents and employees' agents, with any relevant cooperating agency, and with any relevant in-country provider, in all ways reasonable and necessary to accomplish the objectives of this agreement. Required cooperation includes, but is not limited to, the following: (1) providing reasonable access to PAP's home for purposes of study and evaluation; (2) completing all requested forms, statements, and questionnaires; (3) providing and allowing access to PAP's medical, financial, criminal, and other records; (4) providing and allowing access to all reasonably requested records and documents, including all medical and other records, pertaining to any child placed with PAP by ICA; (5) abiding by ICA's policies and procedures; and (6) providing all current updated documents including but not limited to CIS, medical and criminal reports, etc, within a timely manner.

6.2 Adoption Education - PAP must become informed and educated with regard to the inter-country adoption process on issues common to adoption and adopted children by reading any and all educational and information materials, listening to and watching all educational videos or audio tapes, and completing all educational classes, courses, and activities, required by ICA, by any relevant cooperating agency, or by any relevant state or federal law. PAP must fully participate in and complete any adoption-related education courses or other training that is required and/or approved by ICA at the sole discretion of ICA. All required adoption education must be completed by PAP before PAP will be authorized to travel to the sending country for purposes of adoption. PAP will complete 32 hours of training and in some countries much more. PAP will be informed of exact hours should they differ from 32.

6.3 Notice of Change in Status or Plans - At all times, while this agreement is in effect, PAP must, within five business days of the occurrence of or learning of the occurrence of any of the following, notify ICA and any relevant cooperating agency of any and all of the following circumstances.

6.3.1 Any actual or prospective change in employment, financial status, work or home address, work or home telephone numbers, health status, or family composition, including but not limited to any pregnancy, loss,

miscarriage, etc., of PAP.

6.3.2 Any criminal charges or DMV reports brought against PAP or any member of PAP's household.

6.3.3 Any complaint made to or by any child protection agency, any allegation of child neglect or abuse, or any investigation relating to allegations or claims of child neglect or abuse, concerning PAP or any member of PAP's household.

6.3.4 Any efforts by PAP to increase PAP's family, including any efforts to adopt a child through any person or entity other than ICA, assignment of a child or placement of a child with PAP on an adoptive or foster care basis, any fertility treatments undertaken by PAP, or any efforts to have a child via third party reproduction including surrogacy.

6.3.5 ICA requires at least nine months between the adoptive placement and the arrival of new children in PAP's household, whether by birth, adoption, foster care or otherwise. Although ICA will carefully review each situation on a case by case basis, the parties agree that regardless of any other provision in this agreement or in the Placement Agreements, upon learning of any effort by PAP to increase PAP's family other than by adoption through, or learning of any pregnancy of PAP or any assignment or placement of a child from a person or agency other than ICA, ICA may, in its sole discretion, immediately terminate this agreement and all further adoption services, regardless of whether a child has been assigned to or placed with PAP by ICA. In addition, failure of PAP to inform ICA of any efforts to increase PAP's family or of any pregnancy or other child assignment or placement entitles ICA to terminate and disrupt any non-finalized adoption placement made by ICA and to refuse to consent to any prospective adoption under this agreement. In the event ICA elects to terminate this agreement and services under this sub-section, fees paid by PAP are not refundable; however, under some circumstances a credit towards a future ICA adoption may be offered and available to PAP.

6.4 Refrain from unauthorized foreign contact. See 6.4.2.

6.4.1 Prohibited gifts to certain foreign persons. At all

times while this agreement remains in effect, PAP must refrain from providing, promising or causing, soliciting, or allowing any third person to provide or promise on PAP's behalf, any gift, money, or other consideration to any government official, family services agency personnel, or orphanage personnel in any foreign country in which a prospective adopted child is sought by PAP. Under limited circumstances and in the sole discretion of ICA, certain gifts may be allowed or required, but only under the conditions specified by ICA.

6.4.2 Prohibited contact with certain foreign persons. At all times while this agreement remains in effect, and except as otherwise specifically allowed by this agreement, PAP must refrain from, and shall not cause, solicit, or allow any third person, other than the persons or entities envisioned by this agreement, to make on AP's behalf any and all direct contact with any government official, family services agency personnel, or orphanage personnel in any foreign country in which a prospective adopted child is sought by PAP. However, under limited circumstances and in the sole discretion of ICA, such contact may be permissible upon prior written approval from ICA and under the conditions specified by ICA.

6.5 Truthful and Complete Information - At all times while this agreement is in effect, PAP agrees and warrants that all information provided by PAP will be true, accurate, and complete, to the best of PAP's knowledge.

6.6 Duty to Ask Questions - PAP will make its questions and uncertainties regarding adoption and the adoption process known to ICA so that ICA may better prepare PAP for adoption.

6.7 Material Breach - Any breach of any provision of this section 6 is a material breach of this agreement, entitling ICA to exercise any and all remedies, including immediate termination of this agreement and termination of any further adoption services.

## 7. Home Study

7.1 Definition - A home study is an educational and investigative process for determining whether PAP meets applicable minimum legal standards for adoptive homes. The home study process will begin after ICA has approved PAP's

Application for Adoption, after PAP has paid the required fee, and prior to placement of any child with PAP for the purpose of adoption. The home study will be conducted by ICA or by a cooperating agency, as circumstances dictate, and may or may not result in a written report.

7.2 Responsibilities of PAP- If the home study is to be provided by a cooperating agency, ICA requires PAP to initiate the home study process with a cooperating agency from the names recommended by ICA. PAP is solely responsible for paying all costs and fees associated with the home study, whether conducted by ICA or by a cooperating agency. If ICA determines that, for any reason, including but not limited to, a significant change in PAP's circumstances, a change in required home study qualifications or reporting formats, or an update, amendment or addendum is required to any home study report, PAP is responsible for obtaining, paying for, and transmitting to ICA such update, amendment or addendum. Failure to fulfill these responsibilities may result in termination of the home study process and/or of this agreement.

7.3 Responsibilities of ICA - If the home study is to be provided by ICA, ICA will perform the home study and will, if appropriate, produce a written home study report in the appropriate required format. If the home study is not provided by ICA, ICA's responsibilities with regard to the home study are limited to reviewing any home study report prepared by a cooperating agency and making comments, suggestions, or requests for revision.

7.4 Results and Effect of Home Study – The adoption process will proceed only upon completion of a written report for PAP and ICA's approval of such report. ICA may decline to write or approve a home study report for PAP if ICA, in its sole discretion, does not believe that PAP satisfied applicable minimum legal standard for adoptive home or otherwise is unsuitable to adopt. If ICA or any relevant cooperating agency declines to write or approve or writes a negative home study report for PAP, this agreement will automatically terminate, and no further adoption services will be rendered by ICA. However, PAP also understands that writing and approval of the home study report does not guarantee that any child will be assigned to or placed with PAP, or that any adoption will necessarily take place or be finalized.

7.5 Ownership and Use of Written Home Study Report - Any written home study report prepared for PAP by ICA is the sole

property of ICA and may not be copied or distributed, or used for any non-ICA adoption, without the express advance written permission of ICA and payment of all applicable fees.

## 8. Qualifying PAP as Prospective Adoptive Parent

8.1 ICA Assistance - ICA will make reasonable efforts to qualify PAP as an adoptive parent(s) in the sending country. Such efforts shall include the following:

8.1.1 Preparation and Submission of Adoption Dossier - ICA will instruct and assist PAP with preparation of any required inter-country adoption dossier. ICA will review any such final dossier for compliance with dossier requirements. Upon acceptance and approval of the dossier, ICA will provide the dossier to the appropriate in-country provider or official in the sending country in accordance with the ICA procedure for that specific country.

8.1.2 Translations - ICA will arrange for translation of home study and other documentation when required by officials of the sending country. Please reference to fee schedule.

8.2 Additional Information Required by Sending Country - PAP specifically acknowledges that although the home study may satisfy ICA's preliminary criteria for prospective adoptive parent(s), officials of the sending country may impose additional criteria or required additional information.

8.3 No Guarantee That PAP Will Qualify - PAP specifically acknowledges that ICA cannot guarantee that PAP will be accepted or qualify as an adoptive parent(s) in any particular foreign country, including the sending country. ICA shall not be held responsible or liable if, for any reason other than the intentional or reckless misconduct of ICA, PAP fails to be accepted or qualify as an adoptive parent(s). The DISCLAIMERS/RELEASES provisions of this agreement expressly apply to this section.

## 9. Referral and Assignment of Child

9.1 Referral of Child- If PAP's home study is written and approved, and upon satisfaction of all other conditions precedent, ICA will make reasonable efforts to refer to PAP a child eligible for adoption who meets the PAP criteria as stated in the approved home study. The DISCLAIMERS/ RELEASES provisions of this agreement expressly apply to this subsection.

9.2 Lost Referrals - PAP understands that a specific child may be referred to you, but that referral may be lost for any of the several reasons which are beyond our control. For example, a child may become too ill for placement; the child may not be available within the time frame you desire or within the foreign country's time limitations; or it may be determined that the child will never be legally free for adoption. The United States government may change immigration or other rules which then preclude you from proceeding with adopting the child referred to you. The United States government may refuse to issue the necessary visa for the child to enter this country due to problems with your situation or due to problems in the foreign country.

Sometimes the foreign or independent referral source will withdraw a referral with or without explanation. This can happen because of a change in the foreign country's local or national politics, a change in officials, increased concern within the foreign country regarding intentional adoptions of their children, a relative coming forward to claim the child, or a foreign national desiring to adopt the child. You understand that these events are not under our ICA's control, and we cannot change decisions made by a foreign government.

9.3 Available Information Regarding Referred Child - ICA will make reasonable efforts to obtain all available medical, psychological, and historical records concerning the referred child. This obligation will terminate once PAP travels to the sending country to take placement of the child. All information obtained by ICA regarding the referred child, including available photographs and the results of any HIV/AIDS test, will be provided to PAP. Nothing in this sub-section, or anywhere else in this agreement, shall be construed to create any obligation on the part of ICA to conduct any assessment, evaluation, testing, or screening of any child. In most situations ICA does not have the opportunity to observe test, or evaluate a child, and must rely upon third parties, in the sending country, provide information about the child.

ICA can give, to PAP only, such information as is reasonable, obtainable from such third parties. PAP hereby acknowledges and agrees that it is possible that such third parties in the sending country (a) may not be aware of medical, development or behavioral issues of a child; (b) may overlook or fail to note signs or symptoms

or to provide a child's relevant history; (c) may unknowingly or carelessly provide erroneous information; (d) may not be able to provide information or observations about medical, developmental, or behavioral issues that become apparent only after the child's placement with PAP and/or (e) may not be aware of aspects of a child's history that have not been disclosed prior to placement (and which may be disclosed by the child only after placement). The DISCLAIMERS/RELEASES provision of this agreement expressly apply to this subsection.

9.3.1 Additional child information provided by country of origin - For reasons beyond ICA's control, authorities in some countries may withhold some child information documents and provide them to PAP only when PAP travels to the sending country and/or takes placement of a child. For this reason, while PAP is in the sending country, PAP must make reasonable efforts to acquire further information regarding the adoptive child. PAP acknowledges that the inability of ICA to provide all child information which may eventually be obtained by PAP does not indicate any fault or negligence on the part of ICA.

#### Unattainable Medical and Social Records Acknowledgment

We, the APs acknowledge and understand that after reasonable and multiple unsuccessful attempts to obtain documents/ information from the Central Authorities and/or Supervised Providers, ICA will continue efforts to obtain medical and social information requested by the prospective adoptive parent until finalization.

9.3.2 Translation of Non-English Documents - In many cases, documents containing child information will not be in English. If available, PAP will receive the non-English documents. PAP is encouraged to make independent arrangements for translation of the non-English documents. The provisions of the DISCLAIMERS/RELEASES section of this agreement specifically apply to any translated documents, whether the translation was performed by ICA staff, affiliates, or other-wise.

9.3.3 Acknowledgment of Receipt - PAP must acknowledge receipt of all child information documents provided through ICA by signing and returning to ICA the transmittal memorandum, which accompanies all child information documents, and by initialing and returning each page of the documents, as directed by ICA. Failure to comply with this requirement shall be considered a material breach of this agreement, and a bar to any claim for relief by PAP.

9.3.4 Professional Review - ICA requires PAP to have all child information documents reviewed by a medical expert of PAP's choosing who specializes in children who have been institutionalized overseas and/or experienced with medical issues arising in the context of inter-country adoption.

9.4 PAP Acceptance or Rejection of Child Assignment - Within ten business days after PAP has received available information regarding a preferred child, PAP must inform ICA of PAP's acceptance or rejection of the assignment. ICA may, in its sole discretion, shorten or lengthen this period as specific circumstances and the best interests of the child may allow or require. PAP must indicate acceptance of the child assignment by executing the appropriate Placement Agreement paperwork or rejection by a written explanation of decline of referral. PAP's failure to execute the Placement Agreement paperwork, or rejection of the assignment for reasons considered "unreasonable" by ICA or by authorities in the sending country, may result in no further child referrals or assignments. In that event, this agreement will automatically terminate.

9.5 Travel to Select Adoptions - In some ICA adoption programs (referred to herein as "travel-to-select adoptions"), the referral, assignment, and/or acceptance of the child may not occur until PAP travels to the sending country. In the event PAP has elected to participate in a travel to select adoption program, most of the provisions of this section do not apply and PAP will be required to execute the Placement Agreement paperwork prior to travel to the sending country.

9.6 No Guarantee of Placement - Referral, assignment, acceptance of a child by PAP, and/or execution of a Placement Agreement do not guarantee that a child will be placed with PAP.

9.7 Country Moratorium and Backlogs - International adoptions are contingent on the cooperation of the foreign countries. At times, foreign countries change their adoption laws and procedures, which can result in backlogs of cases and on occasion moratorium (ceasing) of adoption. Moratoriums may be declared by the foreign country or by the United States should the United States determine that fraudulent activities are occurring that would require the stopping of adoptions to ensure the safety and wellbeing of children.

Moratoriums do happen and can completely stop a case from progressing. They are indefinite in their nature and impossible to predict. You hereby acknowledge your understanding of this as a potential risk.

9.8 International Adoption Environment - International adoptions are fraught with uncertainty during the process and the completion of international adoptions often involves factors that are outside the control of ICA and those with whom it collaborates in providing adoption services. You acknowledge and understand that ICA cannot be held responsible or liable for delays or other events or complications outside the direct control of ICA. You also acknowledge that ICA cannot and does not assume responsibility for the actions of a foreign government. ICA cannot guarantee that a foreign government entity, institution, Judge, court or person will not disapprove or invalidate the request of any particular family or individual to adopt a specific child in the country of birth of that child or any particular foreign country will continue to allow the adoption of children by non-citizens. Final authority for approval of the child's adoption and subsequent emigration to the United States is at the discretion of the government and national authorities in the country of the child's birth and of the United States government. ICA cannot and does not assume responsibility for these entities.

9.9 Paperwork Changes - The paperwork requirements for foreign country adoption processing are continually

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undergoing changes. These changes often result in delays. You may be asked to redo the same document several times before it is acceptable to the deciding entity in a foreign country. You hereby acknowledge your willingness to complete such tasks and your understanding of this risk.

9.10 Control Over Other Entities - There are many governmental and non-governmental agencies involved in an international adoption over which we have no control. We cannot guarantee the actions of any agency or individual over whom we do not have complete control. This includes foreign officials, foreign attorneys, foreign referral sources, foreign immigration and governmental agencies and other licensed adoption service providers within the United States.

In addition, we cannot control the actions of the United States Citizenship and Immigration Service (USCIS) or the United States Embassy Consulate officials in a foreign country. We cannot guarantee that the U.S. Embassy Consulate office which processes a child's immigration visa will find that the child meets the definition of an "orphan". This is solely within the discretion of the USCIS. Further, in certain cases, the USCIS has stopped children from entering the U.S. For an adoption due to problems in the foreign country. We will keep you informed of the USCIS situation with regard to a child you wish to adopt, but we cannot guarantee the child will be allowed to enter the United States.

9.11 Time Frame - International adoptions are unpredictable in many ways, one of them being the time frame in which you will receive a referral or a placement of a child with you.

There can be no assurance or guarantees that your adoption will proceed in any specific length of time. For example, the adoption may be delayed or discontinued by the foreign country for reasons either explained or unknown. The court in the foreign country may not approve the adoption or may withdraw approval of the licensing or investigating body in either the United States or the foreign country.

## FINES

If a report is late whether it is your fault or the fault of the agency who is responsible for supervising, you will be fined \$2,000 plus all attorney costs, damages, travel and the like to ensure the country it was an innocent mistake. A second late report will be double the fine and serious ramifications.

## REGISTRATIONS

Some countries require the registration of the child/ren's passports once the adoption is completed. ICA required that registration is to occur immediately after the final conclusion of adoption while in the foreign country.

## TRAINING

You will be required to attend 40 hours of training (some of which is online) which includes Hague Convention training.

## WILLS AND TRUSTS

There must be an appointed guardian and provision for financial security in the event of your untimely death or illness.

## RE-ADOPTION

ICA requires ALL its cases to re-adopt through American courts.

## ADDITIONAL FEES

Please see Adoption Services Fee Agreement 9.

## ORIGINAL DOCUMENTS

Upon returning to the U.S. you will give, to ICA, copies of your child and court original documents in English and in the foreign language.

## 10. Placement Agreement

Prior to or concurrent with this agreement, ICA has provided PAP with a generic Placement Agreement form substantially similar to the kind of agreement PAP will be required to sign upon acceptance of a child referral or prior to travel in a travel to select adoption. When the Placement Agreement is executed, its terms will supplement the terms of this agreement. In the event of

any conflict between the terms of this agreement and the Placement Agreement form, the terms of the Placement Agreement are controlling.

## 11. PAP Travel to Sending Country

Different countries and different U.S. States impose different travel requirements for adoptive parents. In some cases, PAP may be required to travel to the sending country to take custody and accept adoptive placement of a child. In some countries, PAP may be required to travel more than once to the sending country, first to see the referred child, and later to take custody and accept placement of the child. In the case of a travel to select adoption, travel will be required to accomplish the referral, assignment, and/or acceptance of a child. In the event that PAP is required or elects to travel to the sending country for such purposes, the following provisions apply:

11.1 Dates of Travel - If travel is required to the sending country in order to process PAP's adoption, PAP must travel to the sending country within the range of dates specified by ICA. If PAP is unable or otherwise refuses to travel within the range of dates provided, ICA may, in its sole discretion, terminate this agreement and all further services to PAP, or may assess additional fees upon PAP to cover additional expenses incurred by ICA as a result of PAP's inability to travel.

11.2 Warning/Required Release - ICA cannot ensure the safety of PAP or PAP's children when traveling in the U.S. or overseas. All travel involves risks of crime and accidents. Travel to a foreign country may involve additional risks and hardships, including but not limited to, exposure to illness or disease, unsanitary or unsafe food and water, inadequate or non-existent medical and dental services, and political instability. For these reasons, PAP should consider carefully before electing to travel overseas, or electing to participate in a program that requires overseas travel. It is strongly recommended that PAP travel with an adult companion but not bring children or persons with health problems or special needs when traveling overseas. If overseas travel is required of or elected by PAP, and any friend or family member who intends to

accompany PAP, will be required to sign a release from liability at the time of executing the placement agreement, or at such time as PAP has informed ICA of PAP's decision to travel overseas or participate in program that requires overseas travel. PAP will be provided with a copy of the release that PAP and accompanying friends and family members will be expected to sign. Failure to sign such a release will result in termination of this agreement and all further adoption services.

11.3 Travel Expenses - PAP is solely responsible for paying all costs of any and all travel and travel activities of PAP and the referred child, including but not limited to airfare, airport taxes, exit fees, accommodations, meals, taxis, entertainment, guides, sightseeing, and travel insurance. PAP is solely responsible for obtaining and paying for PAP's own passport and/or travel visa and that of any child placed with PAP understands that adoption or immigration processing may be delayed in the sending country, and that travel may be delayed due to lost reservations, being bumped from a flight, or for other reasons. PAP agrees to remain solely responsible for all travel expenses even in the event that any delay requires PAP to remain in the sending country longer than anticipated.

11.4 Travel arrangements - As a courtesy to PAP, and if specifically requested by PAP, ICA may recommend travel agents, visa service companies, guides, airport greeters, and/or accommodations in order to facilitate PAP's overseas visit. PAP acknowledges that in most cases any such travel agents, greeters, or guides are not the agents or employees of ICA, and that ICA cannot and does not guarantee or assure the cost, reliability, or availability of any such travel arrangements, schedules, accommodations, greeters, or guides.

11.5 ICA Travel Group - In many instances, PAP will be assigned to a "ICA Travel Group" (a group consisting of other ICA families who will travel in the sending country at the same time as PAP). Any family assigned to an ICA Travel Group is required to remain with the ICA Travel Group, to stay in accommodations arranged by ICA, to travel in accordance with arrangements made by ICA, and to adhere to any itinerary specified by ICA or the ICA guide. Breach of this provision shall be considered a

material breach of this Agreement.

11.6 Contact with foreign person(s) and travel are subject to the provisions of this agreement, PAP may engage in limited contact with foreign officials, orphanage personnel, and social services agency personnel, only to the extent that, in the sole discretion of ICA, such contact is reasonably necessary to effectuate the ICA placement and adoption and only if ICA or the in-country provider has provided express prior instruction or permission for such contact. While in-country, PAP is responsible to acquire further information on adoptive child, as ICA isn't required to provide further information on the child once the family returns to the U.S. At all times, when in the sending country, PAP should be mindful that PAP is acting as an embosser for ICA and the U.S., and that PAP's actions may affect the reputation of ICA and the U.S. and may affect future adoption practices in the sending country. PAP agrees to, at all times, act with courtesy and respect for the customs, laws, and sovereignty of the people, government, and institutions of the sending country, and to refrain from any act or statement which could cause criticism, disrespect, or embarrassment to ICA or the U.S.

11.7 In-country Provider - In some cases, ICA or an in-country provider will assist in the adoption process. In some cases, the in-country provider will be an employee of ICA. In most other situations, the in-country provider will be a Hague Convention provider or a representative of a Hague Convention accredited entity.

11.8 Written Travel Guides - ICA may provide PAP with one or more written Travel Guides containing additional information about overseas travel. PAP understands that conditions, circumstances, procedures, and costs may change without notice, and that ICA does not guarantee or warrant that the information contained in the Travel Guides is current, correct, or complete.

**RELEASE:** By signing this agreement, PAP releases ICA and holds ICA harmless from any and all responsibility or liability for any of injury, harm, damage, or loss in any way relating to or arising out of information contained in any travel guide or travel information provided to PAP by ICA.

## 12. Immigration of Child

12.1 General Obligations - In most cases, ICA, or the in-country provider will make reasonable efforts to assist PAP in obtaining all necessary travel documents for the referred child, including passport, exit documents and U.S. entry visa. Regardless of any such assistance by ICA or the in-country provider, PAP is and remains responsible for the immigration process for the referred child, including but not limited to completing and submitting all necessary documents, paying any and all attendant costs and fees, and obtaining any necessary permanent resident visa. ICA cannot guarantee that any governmental entity or agency, U.S. or foreign, will approve the referred child for immigration to the U.S. or elsewhere, or will provide the necessary travel documents.

12.2 USCIS Pre-Approval - PAP is responsible, with assistance and advice from ICA, for obtaining pre-approval from the U.S. Citizenship and Immigration Services ("USCIS") to bring an adopted child into the U.S. except under special circumstances, such as pre-approval, as provided by the USCIS process, must be obtained before ICA will refer any child to PAP under this agreement. PAP should be aware that USCIS pre-approval automatically expires within 18 months, and that FBI criminal background checks expire after 15 months. PAP is solely responsible for keeping track of these expiration dates and ensuring that the criminal background checks, USCIS approval, and all other required documents are kept current. ICA requires that three (3) months before the expiration of these documents, PAP begin the renewal process. If updates are not completed within thirty (30) days of expiration, ICA reserves the right to suspend or terminate adoption services.

## 13. Post-Placement, Post-Adoption Requirements and Services

13.1 Number and nature of Post-Placement and Post-Adoption requirements - Post-Placement requirements are to be fulfilled after a child is placed with PAP and before an adoption is finalized. Post-Adoption requirements are to be fulfilled after an adoption is finalized. Such requirements may include counseling,

supervision, reporting, evaluation, and a state-mandated court reports. The number and nature of Post Placement and Post-Adoption requirements may differ from case to case, depending on the laws and rules of the sending country, PAP's home state, and other applicable jurisdictions, and depending on the needs and circumstances of each individual placement. Specific Post-Placement and Post-Adoption requirements for the country program chosen will be stated in the Post Adoption Service Agreement.

13.2 Responsibilities of PAP - PAP is solely responsible for complying with all Post-Placement and Post-Adoption requirements, including those of ICA, of the sending country, and of PAP's home state and any other applicable jurisdiction. PAP must arrange for, fulfill, and pay for all costs and fees associated with Post-Placement and Post-Adoption requirements. As with the home study, PAP must provide the social worker performing the Post-Placement and Post-Adoption services with reasonable access to PAP's home and family during normal working hours, even if this requires PAP to take time off from work. Any Post-Placement or Post-Adoption services not provided by ICA must be provided by a cooperating agency. PAP is responsible for ensuring that all Post-Placement and Post-Adoption reports are provided to ICA in a timely manner. Upon reasonable request by ICA, or by any cooperating agency, overseas orphanage, or relevant foreign government official, PAP must provide photographs and written reports regarding the child and its development.

13.3 Responsibilities of ICA - In most cases, if PAP resides in a state where ICA is licensed, ICA will perform required Post-Placement and Post-Adoption services, will prepare any required Post-Placement and Post-Adoption reports in the appropriate legal format, and will submit such reports to the appropriate persons or authorities. If Post-Placement and Post-Adoption services are performed by a cooperating agency, ICA will review and evaluate Post-Placement and Post-Adoption reports and will submit such reports to the appropriate persons or authorities.

13.4 Enforcement of Post-Placement and Post-Adoption Requirements - PAP understands that PAP's failure to fulfill all Post-Placement and Post-Adoption requirements in a timely manner may have severe consequences for

ICA and/or for other adoptive parents, including restriction the ability of other parents to adopt from the sending country and causing ICA to lose the ability to place children from the sending country. Because of this extreme potential harm, PAP specifically agrees that, regardless of any other dispute resolution provisions of this agreement, in the event PAP fails to fulfill Post-Placement or Post-Adoption requirements in a timely fashion, ICA may apply to the court of applicable jurisdiction in Riverside County California, or to the court in any other state and county where ICA's main office is located, for instructive and other relief, including consequential damage for any harm or injury caused to ICA, its business, its reputation, and/or its adoption programs the result noncompliance. PAP agree that, in such event, PAP will submit to jurisdiction and venue in such state and county, and will pay all costs, disbursements, and attorney fees incurred by ICA in attempting to enforce Post-Placement and Post-Adoption requirements and in seeking damage caused by PAP's breach. Any breach of the terms of this section is a material breach of this agreement.

### 13.5 Post-Adoption Services

ICA will provide various Post-Adoption services as needed and reasonable to support PAP and adoptive child's transition. Such services may include staff support during Post-Adoption transition, staff assistance in Post-Adoption reporting, and access to adoption support groups, list-serve and social engagements. Some Post-Adoption services are included in the fees paid by PAP to ICA and some may require an additional fee. Under no circumstances is ICA obligated to assist in the dissolution or termination of a finalized adoption. **Please see Post Placement/Post Adoption SCHEDULE C for country details specifics.**

## 14. Finalization of Adoption

14.1 Definition of "finalization" - To "finalize" an adoption means to have the adoption legally granted by a court or other legal authority with jurisdiction over the matter.

14.2 Finalization of Foreign Adoption - In many cases, PAP's adoption of the child must be finalized in the sending country. In such cases, ICA or an in-country

provider will make reasonable efforts to facilitate the foreign adoption process, including completing and submitting any necessary petition or other documentation. ICA is not responsible or liable for any failure or refusal by foreign authorities to grant foreign adoption. The DISCLAIMER/RELAEASES provisions for this agreement expressly apply to this subsection.

14.3 Finalization of U.S. Adoption - PAP must finalize or re-finalize adoption in the U.S. in accordance with the provisions of the Placement Agreement.

14.3.1 Obligations - PAP is solely responsible for finalizing the U.S. adoption, for obtaining independent legal counsel to represent PAP in the adoption proceeding, and for paying all fees, costs, and expenses associated with finalization, including, but not limited to, all attorney fees and court costs. Such fees, costs, or expenses are not included in any fee paid by PAP to ICA. ICA will not represent PAP in the adoption proceeding or pay or advance fees, costs, or expenses on behalf of PAP.

14.3.2 Obligations of ICA - ICA's role in finalization of the U.S. adoption is limited to the following: (1) in adoptions subject to The Hague Convention, determining whether the U.S. Secretary of State has issued a certificate approving of the proposed adoption; (2) providing ICA's agency consent or agreement to the adoption, as more fully set-forth in the Placement Agreement, and to the extent that ICA, in its sole discretion and professional judgment, deems such consent or agreement advisable; (3) providing to the appropriate court any report required by the court or ICA; and (4) providing any necessary legal documents which ICA already possesses or may be readily obtained. Except as specified herein, ICA is under no obligation to create legal documents or pleadings for the U.S. adoption proceeding. *Please reference Placement Agreement.*

**Please see SCHEDULE B on Disruption/Dissolution and more specific information.**

## 15. Data Available Upon Request (96.39(B))

The following is available upon request:

1. The number of its adoption placements per year for the prior three calendar years, and the number and

percentage of those placements that remain intact, are disrupted, or have been dissolved as of the time the information is provided;

2. The number of parents who apply to adopt on a yearly basis, based on data for the prior three calendar years; and

3. The number of children eligible for adoption and awaiting an adoptive placement referral via the agency or person.

## 16. Fees

16.1 Payment and amount of fees - PAP is solely responsible for paying all fees associated with services rendered pursuant of this agreement in the amounts specified in the Fee Schedule and Adoption Services Fee Agreement (collectively referred to herein as the "Fee Agreement"). ICA does not agree to accept fees from any other person(s) or entity. A copy of the ICA Adoption Services Fee Agreement has previously been provided to PAP as part of the ICA Orientation Packet and is incorporated herein by this reference. PAP agrees that ICA may increase fees in accordance with the Fee Agreement and in a manner that applies equally and prospectively to all similarly-situated APs, and that PAP will pay fees in effect at the time of billing. PAP shall comply fully with all fee policies and procedures established by ICA and/or set forth in the ICA Adoption Services Free Agreement, and such policies and procedures are to be considered part of this agreement.

16.2 Non-refundable - Any fee paid by PAP to ICA is non-refundable. Per the U.S.A. Accrediting Body regulations, The primary provider provides a written explanation of how and when such fees and expenses will be refunded if the service is not provided or completed, and will return any funds collected to which the client(s) may be entitled within 60 days of the completion of the delivery of services; With the exception of services that are paid for in advanced and not rendered – these can be reimbursed, based on specific fees per the U.S.A. Accrediting Body regulations and agreements. Please note that some costs that are incurred could include administrative fees prior to service direct fees.

16.3 Non-transferable - Any fee paid by PAP to ICA may not be transferred to or used for services for any other person without ICA's express prior written permission. Any fee paid by PAP to ICA with regard to a specific ICA program may not be transferred to or used to pay for services in a different ICA program without ICA's express prior written permission.

16.4 Cooperating Agency Services - The Fee Agreement does not govern or apply to services which may be provided by a cooperating agency. Fees for services provided by a cooperating agency are determined by the cooperating agency itself, not by ICA.

16.5 No Payment to Other Persons or Entities -While this agreement is in effect, PAP shall make no payment of any kind for adoption services or fees to any person or entity other than: (a) ICA, (b) cooperating agencies, in-country providers, or other entities as ICA shall specifically designate, (c) any legal counsel retained by PAP, and/or (d) any physician or medical expert retained by PAP. This prohibition includes, but is not limited to, any official or employee of any foreign nation or orphanage, and any birth parent of a prospective adopted child. Any breach of the terms of this subsection is a material breach of this agreement.

16.6 Compliance with the Foreign Corrupt Practices Act PAP must comply with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 et seq., ("the FCPA") as amended. Among other things, the FCP A forbid PAP from making, encouraging, or authorizing any payment or bribe to any official politically part, party official, or candidate for political office, if the payment or bribe is related to the duties of the person to whom payment is made and is intended to influence any act or decisions of the official, or to induce the official to do or not do any act in violation of his/ her lawful duty, or to obtain any improper advantage or influence. In addition, PAP must sign and fully comply with the "Foreign Corrupt Practices Act- Prospective Adoptive Parent Code of Conduct," with respect to the FCPA, in a form similar to that attached hereto. Any failure by PAP to fully comply with this Code of Conduct will constitute a material breach of this agreement.

**Please see SCHEDULE E Refund Waiver and Reduction of Costs for further information.**

## 17. Duration and Termination of Agreement

17.1 Election to Terminate - Either party may elect to terminate this agreement at any time prior to the execution of the Placement Agreement by providing written notice to the other party. Except as otherwise set forth herein, once the Placement Agreement has been executed by both parties, the terms of that Agreement shall govern the right to termination and the effect of termination.

Although ICA expressly reserves the right to terminate this agreement for any or no reason, generally, ICA will seek termination only for one of the following reasons: (1) failure to pay required fees, (2) lack of cooperation by PAP, (3) failure to submit completed state-certified dossier to ICA within six months of date of contract (average time approximately three months) unless PAP has paid additional agency fees per the fee schedule, (4) material breach of this agreement by PAP, (5) any change in law or circumstance which, in ICA's professional judgment, would render a prospective adoption difficult or impossible, (6) any failure or refusal by authorities in the sending country to allow an adoptive placement or to grant foreign adoption, and (7) any determination by ICA or a cooperating agency that PAP does not meet the minimum standards for adoptive homes or that placement of a child with PAP would not be in the child's best interests.

17.2 Automatic Termination - Notwithstanding any other provision of this agreement, of the Placement Agreement, or any other written or oral agreement or obligation between PAP and ICA, this agreement automatically terminates in any of the following events:

17.2.1 This agreement will automatically terminate if PAP accepts assignment and/or placement of another child from another person(s) or entity, or neglects to inform ICA of another child from another person(s) or entity, or neglects to inform ICA of any such placement or assignment as required by this Agreement.

17.2.2 This agreement will automatically terminate in the event that the sending country chosen by PAP closes or suspends its adoption program or processing for a period of three months or more.

17.3 Effect of Termination - Termination of this agreement by either party shall have the effect of relieving both parties of any and all obligations of future performance under this agreement. However, termination shall not affect or terminate any release from or limitation of liability, whether contained in this agreement or elsewhere, (2) the provisions of sections 13 through 24 of this agreement, (3) any obligation to pay fees, costs, or expenses that already have been incurred by PAP, (4) any parent/child relationship that may have been established by operation of law, (5) the right to enforce this agreement with respect to any default or defect in performance that already has occurred but has not been cured.

## 18. Complaint and Grievance Procedure and Dispute Resolution

18.1 Complaint and Grievance procedure - Any and all complaints or claims by PAP arising out of or relating to the terms or performance of this agreement must be presented and pursued in accordance with ICA's written "Complaint Policy and Procedure." A copy of the Complaint Policy and Procedure has been provided to PAP as part of the ICA Application Packet, and is incorporated herein by this reference. Exhaustion of the Complaint Policy and Procedure, including all appeals, is a condition precedent to any further mediation or arbitration complaint or claim. Any complaint or claim which cannot be resolved by the Complaint Policy and Procedure, and any other dispute, controversy or claim arising out of or relating to the terms or performance of this agreement which cannot be resolved by good faith negotiation among the parties, must be resolved as specified in the following subsections.

**Please see SCHEDULE A Complaint Policy and Procedure for further details and form.**

18.2 Mediation - The parties agree to attempt in good faith to resolve any unresolved dispute, claim or controversy by mediation administered by U.S. Arbitration & Mediation of California ("USA&M") or some other mutually acceptable mediator, under commercial mediation policies and procedures then adopted by USA&M or the mutually acceptable mediator.

18.2.1 Definition of good faith. "Good faith" is defined as an honest intention to proceed in a manner which maximizes the likelihood of mediation being effective. "Good faith" shall not be construed to require either party to make any conception that

party does not believe is in its interest.

18.2.2 Statute of limitations - The running of any applicable statutory limitation period is tolled from the date of the first scheduled mediation session until 60 days after the final mediation session, during which period the status of any statute of limitations issue shall be preserved. This provision shall be construed to give effect to its intent, which is that neither party's position regarding the statute limitations shall be improved or damaged as a result of having engaged in mediation.

18.3 Arbitration - If mediation fails to resolve the dispute, claim, or controversy it must be resolved by arbitration pursuant to all applicable rules then in effect in the Circuit Court of California for Riverside county. The parties shall select a single arbitrator within ten (1) days of the date a written demand for arbitration is received by either party from the other. In the event the parties fail to select an arbitrator within the 10-day period, either party may make immediate application to the Circuit Court of California for the county in which venue of arbitration is locational for the appointment of an arbitrator. The parties agree to be bound by the Court's appointment of an arbitrator. The arbitrator shall have broad authority to fashion an equitable remedy, including the authority to award specific performance. Any decision the arbitrator shall be reduced to and entered as final judgment in the appropriate California court. Such award and judgment shall constitute a final and binding adjudication of all matters submitted to arbitration. The parties expressly agree to waive any and all rights to appeal the arbitrator's decision.

## 19. Costs and Attorney Fees

19.1 Mediation - ICA will pay the entire mediator's fee for the first two hours of mediation. Each party is responsible for one-half of any mediator's fees incurred thereafter, and one-half of any administrative fees charged by the mediator.

19.2 Arbitration - Each party is responsible for one-half the total fees and expenses charged by the arbitrator.

19.3 Other Costs and Attorney Fees - During all stages of

any grievance, negotiation, mediation, or arbitration process, and at all other times, each party is solely responsible for any and all attorney fees, costs, and disbursements that party has incurred on its own behalf.

19.4 Choice of Law and Venue - This agreement, including all supplements, modifications, and other documents incorporated herein and all rights, obligations, and disputes arising out of it is governed by and construed consistent with California law. The parties agree that venue for any dispute arising under this agreement is either Riverside County, California, at ICA's discretion, or any other jurisdiction in which both parties voluntarily appear.

## 20. Ethical and Respectful Behavior

20.1 PAP will at all times treat ICA employees, volunteers, and the personnel of in-country providers and cooperating agencies with respect; PAP will refrain from communicating with such persons in any manner that is threatening, personally derogatory, abusive or profane. Any PAP who fails to meet this standard may be subject to sanction by ICA. Such sanction may include, in the sole judgment and discretion of ICA, required counseling or treatment before proceeding with the adoption process, suspension of adoption services, termination of adoption services and of this agreement. When applying any such sanction, ICA is not required to resort to the dispute resolution procedure created by this agreement.

## 21. Use/Disclosure of ICA Name, Documents and Trade Secrets

21.1 Non-disclosure of ICA Inter-country Procedures and Trade Secrets - The following information are considered trade secrets of ICA: (1) the names, addresses, and functions of ICA overseas foreign staff, representatives, agents, facilitators, or contracts; (2) the names, addresses, and functions of overseas adoption facilities, orphanages, or hospitals involved in ICA inter-country adoption programs; (3) information that identifies the existence, identities, or location of the persons or facilities specified in (1) or (2). PAP acknowledges and stipulates that all such information is confidential, material, important, and proprietary to ICA and gravely affects the effective and successful conduct of ICA

business. Accordingly, PAP agrees not to disclose, divulge, or communication such information to any person or entity in any manner, directly or indirectly (whether written, spoken, via internet postings, email, chat rooms, or otherwise), without the prior written consent of ICA. This restriction survives any termination of this agreement, and remains effective for as long as ICA is in operation. Any breach of the terms of this section is a material breach of this Agreement.

21.2 Unauthorized use of ICA documents - PAP acknowledges that the documents produced by, or on behalf of, ICA pursuant to, or in furtherance of, this agreement are intended to be used only with regard to an adoption arranged by or through for the undersigned PAP agrees not to make, allow, or encourage any use of such documents - which documents include, but are not limited to, any home study report, dossier, travel guide, Post-Placement report, court report, written agreement, ICA Planner (see 19.0 below) for any other purpose, or for any adoption or procedure not involving ICA, without the express prior written authorization of ICA. Any breach of the terms of this section is a material breach of this agreement.

21.3 Unauthorized use of ICA name - PAP acknowledges that ICA names, trademarks, and logos are unique and proprietary to ICA, and that ICA's reputation, goodwill, and ability to conduct business could be severely damaged by the misuse or unauthorized use of ICA's name or logo. PAP agrees not to make or encourage any use of the ICA name or logo without the express prior written authorization of ICA. Any breach of the terms of this section is a material breach of this agreement.

## 22. ICA Informational Materials

If PAP continues on in the adoption process, PAP may receive informational material from ICA in the form of a written "Adoption Dossier," and /or a "Travel Guide." (This informational material is collectively referred to herein as "ICA Planners".) The material in the ICA Planner is intended to be information only and not contractual, and is not in any manner intended to create or establish contractual obligations on the part of either party.

In the event of any inconsistency between the provisions of

this agreement and statements appearing in any of the ICA Planners, or of any ambiguity created by comparing the provisions of this agreement with those in the ICA Planners, the provisions of this agreement shall prevail, and this agreement shall be construed as if the conflicting or ambiguous ICA Planner provisions did not exist.

## 23. Construction

23.1 Modification/Supplementation of Agreement - Any modification of or supplement to this agreement must be in writing, and signed by all affected parties. This provision may not be waived, modified, or supplemented except in the manner specified herein. Provided, however, then any separate written release from liability shall be enforceable if signed by the releasing party; and ICA may change the Schedule of Fees without PAP's signature or agreement.

23.2 Severability of Provisions - If, in any judicial or dispute resolution proceeding, a court or arbitrator shall refuse to enforce all the provisions of this agreement, any unenforceable provisions shall be deemed eliminated from this agreement for the purpose of such proceeding as is necessary to permit the remainder of this agreement to be enforced.

23.3 Non-waiver - The failure of either party to enforce any provision in this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23.4 Interpretation and Section Headings - Headings or titles to the sections of this agreement are solely for the convenience of the parties and not binding, and are not to be considered in the interpretation or construction of this agreement. No provision of this agreement shall be considered for or against a party by figure of the fact that a party of its legal representative drafted such provision. Any statute to the contrary shall not apply to the interpretation of this agreement.

23.5 Material Breach - A "material breach" of this agreement is any breach that is designated as such in this agreement, and any of the breach which materially affects the conduct or performance of this agreement. Upon any material

breach by PAP, ICA is entitled to suspend or terminate services, terminate this agreement, or seek other available remedies.

23.6 Entire agreement - This Agreement, and attached documents referred to and expressly incorporated herein, contains the full, final, and exclusive statement of the agreement between the parties hereunder. This document supersedes any and all other agreements, either oral or in writing, between the parties with respect to any subject or issue, including without limitation fees and the parties' respective rights and obligations. This document is being signed voluntarily, without reliance on any other promises or representations.

## 24. Limitation of Liability

Any liability of ICA or its employees or agents, for any claim arising out of or relating to this agreement, including but not limited to claims arising out of the alleged or actual negligence of ICA or its employees or agents, shall be limited to the total amount of fees paid by PAP to ICA.

## 25. Disclaimers/Releases

25.1 General - The following provisions apply to any and all Releases contained in this agreement. All Releases supersede and control any other provisions of this agreement, and any other representations of ICA, written or oral, which may appear, or are construed, to be to the contrary. All Releases extend to claims for any and all types of injury, harm, damage, or loss, whether economic, physical, psychological, or otherwise, and including but not limited to court costs and attorney fees. All Releases extend to and include all employees, agents, principals, representatives, successors, assigns, partners, attorneys, and insurers of ICA, and to all other persons and entities subject to liability derived from the conduct of ICA. All Releases extend to and include any and all claims of any child assigned to or placed with PAP.

25.2 Liability For Acts of Negligence - All Releases in this agreement are specifically intended to include and extended to all responsibility and liability for any negligent act or omission on the part of ICA.

25.3 Release For Acts of Omissions of Third Parties - PAP acknowledges that other persons, agencies, and entities

not subject to the supervision, direction and control of ICA including, but no limited to, social workers, cooperating agencies, volunteers, guides, translators, overseas affiliates, in country providers and foreign governments and agencies may be involved in the adoption process.

**Release: PAP hereby releases ICA and holds ICA harmless from any responsibility or liability, whether direct, derivative, vicarious, or otherwise for any type of injury, harm, damage, or loss in any way caused by, contributed to, or arising out of the acts or omissions of third parties.**

25.4 No Warranty of ICA Approval or Consent -This document is being provided to PAP before application for adoption so that PAP may be fully informed regarding the nature of the parties' respective anticipated obligations. Both the application for adoption and a home study must be approved by ICA before ICA will provide any further adoption services The signing of this agreement by ICA does not constitute or guarantee ICA's approval as adoptive parents, ICA's consent to an adoption by PAP, or that ICA will provide any further adoption services.

ICA does not and cannot guarantee, and makes no warranty or representation, express or implied, that ICA will approve of PAP's adoption application, approve home study, or consent to any adoption by PAP.

25.5 Release for Obstacles or impediments to Placement, Immigration or Adoption - ICA does not and cannot guarantee, and makes no warranty or representation, express or implied, that any child will be assigned to or placed with PAP for purposes of adoption that PAP will be allowed to immigrant to the U.S. with any child, or that PAP will succeed in being able to adopt any child.

PAP acknowledges and understands that placement, adoption, and immigration are subject to laws and circumstances beyond ICA's control, including, but not limited to, federal and state law and practice, decisions of courts of applicable jurisdiction, practices and policies of overseas authorities, and legal challenges from interested persons, ICA cannot guarantee that existing adoption laws, programs, and practices will not change substantially, or that legal barriers or challenges to adoption will not arise, which make placement,

immigration, or adoption difficult or impossible for PAP.

**RELEASE: PAP hereby releases ICA and holds ICA harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss which in any way results from any obstacle or impediment placement, immigration, or adoption. This release specifically tenets to, but is not limited to, any obstacle or impediment to placement, immigration, or adoption directly or indirectly caused by the actions or inaction of any foreign or U.S. Agency, official, court, lawyer, or facilitator.**

25.6 Release for Condition of Child - ICA does not and cannot guarantee, and makes no warranty or representation, express or implied, that a child of any particular age, sex, condition, or nationality, or from any particular orphanage or province, will be assigned to or placed with PAP.

The following are among the possible risks to the health and wellbeing of any child adopted from overseas: ( 1) poor prenatal care, (2) poor care by parents, caretakers or guardians, (3) institutionalization, (4) poor medical care, and/or (5) poor medication assessment. In addition, a child may be too young to properly diagnose many medical or psychological problems.

If you adopt a child who was institutionalized in another country, that child is likely to have undiagnosed medical and psychological problems including, but not limited to, developmental delay, malnutrition, and/or behavior problems. You probably will not be fully aware of the nature and extent of the child's problems until after the adoption is finalized. Even if the child was not institutionalized, most children adopted from another country are likely to have some undiagnosed medical, psychological, or other problems.

For these reasons, ICA does not and cannot guarantee, and makes no warranty or representation, express or implied, concerning the medical or psychological condition if any. PAP further acknowledges and understands that in some cases, ICA may have arranged for a child's medical or psychological examination, while in other situations, a child may not have been provided with any medical examination or testing. In either event,

ICA does not conduct any independent assessment, testing, screening, or evaluation of any child, and ICA has no knowledge of any child's actual medical or psychological condition other than what has been reported to ICA or may appear in any medical records.

**RELEASE: PAP hereby releases ICA and holds ICA harmless from any and all responsibility or liability for any type of injury, harm, damage, or loss in any way relating to or arising out of the physical, psychological, or emotional condition of any child assigned to, placed with, or adopted by PAP, regardless of when such injury, harm, damage, or loss is known or discovered.**

25.7 Release for Child's Records and Information - ICA will make reasonable efforts to provide PAP with all available medical, psychological, historical, and other records and information concerning the child. Generally, such records and information originate with persons, agencies, and entities outside ICA. ICA does not and cannot investigate or confirm the information obtained or provided. The information obtained or provided may be inaccurate and/or incomplete. Translations of foreign-language documents may be inaccurate. Therefore, ICA does not guarantee, and makes no warranty, express or implied, concerning, the accuracy, validity, applicability, or completeness of any information, medical, psychological, historical, or other records or data regarding any child.

**RELEASE: PAP hereby releases ICA and holds ICA harmless from any and all responsibility or liability for any type or injury, harm, damage, or loss in any way relating to or arising out of any medical, psychological, historical, or other records, data, or information regarding any child assigned to, placed with, or adopted by PAP, or any translation of any such records, data, or information. Please see SCHEDULE D Waiver of Liability which explains further areas of importance.**

## 26. Authorization for Release of information

By signing this agreement, PAP authorizes ICA to release copies of any and all records or other information ICA may have concerning PAP to, and to fully discuss PAP

with, any cooperating agency providing services to PAP in conjunction with this agreement, any in-country provider, and/or any government or adoption authorities, officials, or personnel in the U.S. Or the sending country. This authorization is subject to all applicable legal restrictions and relates only to such records, information, and discussions as are reasonably necessary, in ICA's sole discretion, to provide the adoption services specified in this agreement. PAP hereby releases ICA from all legal responsibility or liability that may arise from the release of information authorized herein. PAP acknowledges that the information to be released may include confidential information which could not be released without this written consent, including information that is specified to adoption counseling, family planning, employment, drug, alcohol or psychiatric treatment, and/or HIV testing and diagnosis.

## 27. Release of Information to Spouse

If PAP is a married couple, by signing this agreement each PAP spouse authorizes ICA to disclose to and discuss with the other spouse any confidential information ICA may learn or obtain concerning either PAP spouse. Each PAP's spouse hereby releases ICA from all legal responsibility or liability that may arise from the release of information authorized herein. Each PAP's spouse acknowledges that the information to be released may include confidential information which could not be released without this written consent, including information that is specified to adoption counseling, family planning, criminal history, child abuse, employment, drug, alcohol or psychiatric treatment, and/or HIV resting and diagnosis.

Governing Law: This Agreement shall be governed by the laws of the State of California. The parties agree that the proper venue for any action under this agreement shall be Riverside County, California.

I/WE HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT.

This agreement was entered into this day of \_\_\_\_\_, 20\_\_ , and shall be governed in accordance with the laws of the State of California.

\_\_\_\_\_  
Adoptive Parent Signature    Date    Adoptive Parent Signature    Date

\_\_\_\_\_  
Print Adoptive Parent    Print Adoptive Parent

\_\_\_\_\_  
International Christian Adoptions, By

SAMPLE

## SCHEDULE A

# INTERNATIONAL COMPLAINT POLICY AND PROCEDURE

International Christian Adoptions (ICA) provides services that are meant to be in the best interests of the children served through this agency. ICA aims to provide open, accountable and efficient service to our clients. Sometimes mistakes are made. The complaint procedure is seen as very important in this continuous program of improvement. All clients will be provided with a copy of our Complaint Policy and Procedure and the accompanying complaint form, as part of their information packet that is provided to each client with their serve Agreement.

## PROCEDURE

Any complaints that are filed with ICA will be reviewed, investigated, and responded to within 30 days according to the following procedures. Expedited review will occur with time sensitive concerns or those related to allegations of fraud.

Before a formal complaint is filed with the National Complaint Registry, the complaint must present their concerns to the Director. If complainant is not satisfied with the results, a request for remedy must be in writing and will be responded to in 30 days.

While ICA recognizes that some clients have more needs than others, it is the agency's goal to satisfy all clients possible. When a client files a complaint, it is assumed that it is because the client's problem was not adequately resolved at a lower organization level. However, it is possible that the inability of the agency to resolve problems with a particular client may mean that the client would be better served with a different agency. ICA will always attempt to resolve client complaints and successfully complete the services for which the client engaged the agency.

The National Complaint Registry through the US Department of State can be contacted regarding any problems through the following toll free number: 888-407-4747 or through this website: <http://www.travel.state.gov/family/adoption/convention462.html>.

If you find that you are not able to submit your complaint on the HCR form or if you have any questions related to filling out the HCR form, please feel free to contact the Department of State at [adoptionUSA@state.gov](mailto:adoptionUSA@state.gov). It is expected any complaints are first filed and the agency's procedures are followed before proceeding with filing a complaint with the DOS.

The following steps will be taken for complaints:

1. Any birth parent, adoptive parent, prospective adoptive parent or adoptee may file a complaint with ICA regarding any services provided by ICA, it's staff, Board of Directors or its supervised providers related to an issue of compliance with the Hague Convention, IAA or regulations implementing the IAA, or any service provided by the agency.
2. Anyone filing a complaint is requested to complete a written 'complaint form.' (See attached form). This form requests the information needed to investigate the stated problem.
3. The President or her designee will review all complaints. The complaint will be fully investigated and a written response given to the client within 30 days of ICA receiving the complaint or grievance.
4. The complaints and their outcome will be filed and available for review in the ICA office in Temecula, California.
5. On request by the Accrediting Entity - ICA will provide a summary of all complaints received by any birth, adoptive or prospective parent or adoptee about any of the services or activities of ICA that raise an issue with compliance with the Hague Convention, IAA or regulations related to either.

If the individual who has filed the complaint is not satisfied with the response by the President, they may then appeal in writing to the ICA Board of Directors for review of the complaint.

called upon, to determine the outcome of a complaint.

7. The Board of Directors will review the complaint at the next regularly scheduled Board Meeting following the submission of all required documentation from the individual. The Board of Directors will make a decision within thirty (30) days following the submission of all necessary documentation. A majority vote by the Board of Directors will determine the decision.

Our signatures below attest to the fact that we have read and understand all the above.

8. A written copy of the final decision will be placed in the client file. The final written determination will be released to the client, but not the reasoning behind it.

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
 Print Adoptive Parent

All decisions are based on what is in the best interest of the child.

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
 Print Adoptive Parent

\_\_\_\_\_ have reviewed the Complain Policy and Procedure for International Christian Adoptions. I/We agree to abide by the procedure listed above and ultimately the decision of the ICA Bord of Directors, if they should be

See attached Complaint Process and Procedure and Complaint Form.

RESPONDING TO COMPLAINTS & RECORDS & REPORTS MANAGEMENT

## 96.41 PROCEDURES FOR RESPONDING TO COMPLAINTS & IMPLEMENTING SERVICE DELIVERY COMPLAINT / GRIEVANCE POLICY & PROCEDURES

Code	Standard
96.41 (a)	The agency or person has written complaint policies and procedures that incorporate the standards in paragraphs (b) through (h) of this section and provides a copy of such policies and procedures, including contact information for the Complaint Registry, to client(s) at the time the adoption services contract is signed.
96.41 (b)	The agency or person permits any birth parent, prospective adoptive parent or adoptive parent, or adoptee to lodge directly with the agency or person dated written or electronic ( including email or facsimile) complaints about any of the services or activities of the agency or person (including its use of supervised providers) that he or she believes raise an issue of compliance with the Convention, the IAA, the UAA, or the regulations implementing the IAA or UAA, and advises such individuals of the additional procedures available to them under subset J of this part and the accrediting entity's policies and procedures if they are dissatisfied with the agency's or person's response to their complaint. All complaints must include the name of the complainant.
96.41 (c)	The agency or person responds in writing to complaints received pursuant to paragraph (b) of this section within thirty (30) days of receipt and provides expedited review of such complaints that are time-sensitive or that involve allegations of fraud.
96.41 (d)	The agency or person maintains a written record of each complaint received pursuant to paragraph (b) of this section and the steps taken to investigate and respond to it and makes this record available to the accrediting entity or the Secretary upon request.
96.41 (e)	The agency or person does not take any action to discourage a client or prospective client from or retaliate against a client or prospective client for: making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on the agency's or person's performance; or questioning the conduct of or expressing an opinion about the performance of an agency or person.
96.41 (f)	The agency or person provides to the accrediting entity and the Secretary, on a semi-annual basis, a summary of all complaints received pursuant to paragraph (b) of this section during the preceding six months (including the number of complaints received and how each complaint was resolved) and an assessment of any discernible patterns in complaints received against the agency or person pursuant to paragraph (b) of this section, along with information about what systemic changes, if any, were made or are planned by the agency or person in response to such patterns.
96.41 (g)	The agency or person provides any information about complaints received pursuant to paragraph (b) of this section as may be requested by the accrediting entity or the Secretary.
96.41 (h)	The agency or person has a quality improvement program appropriate to its size and circumstances through which it makes systematic efforts to improve its adoption services as needed. The agency or person uses quality improvement methods such as reviewing complaint data, using client satisfaction surveys, or comparing the agency's or person's practices and performance against the data contained in the Secretary's annual reports to Congress on intercountry adoptions.

## TECHNICAL GUIDANCE

### E.6: No 30-day deadline for receiving complaints.

**Question:** We would like to specify in our complaint procedures that signed, dated complaints must be sent within 30 days of the disputed matter. Is it allowable for us to specify a given timeframe for complaints to be filed?

**Response:** No, a 30-day deadline conflicts with the requirements of 96.41(b). The regulations do not directly address the timeframe during which an agency or person must receive a complaint. However, section 96.41(b) specifies that the agency or person must

“...permit any birth parent prospective adoptive parent or adoptive parent, or adoptee to lodge directly with the agency or person dated written or electronic (including email or facsimile) complaints about any of the services or activities of the agency or person that he or she believes raise an issue of compliance with the Convention, the IAA, or the regulations implementing the IAA...”

Practically speaking, an agency or person that institutes a 30-day statute of limitations on complaints will prevent parties who have an otherwise qualifying complaint from lodging it directly with the agency or person, because the timing associated with intercountry adoption milestones does not necessarily lend itself to making an informed complaint within 30 days of a “disputed matter” (depending on how the agency defines that term) (e.g., it is unlikely that an adoptee would truly be able to lodge a complaint within 30 days of a precipitating event). At the very least, such a deadline would certainly discourage the very complaints the standard requires agencies and persons to directly accept. Therefore, while we understand the agency’s desire to set a timeframe for accepting complaints, a 30-day deadline conflicts with the requirements of 96.41(b).

#### 96.41 (b)-(e)

##### E.6a

- **Complaints about conduct in non-Convention cases.** (*ICA is aware that the UAA effectively requires agencies to treat all cases as Convention cases.*)
- **Lawsuits against complainants making public statements against an ASP.**

## QUESTIONS

**Question:** Do the provisions in 96.41 cover complaints about ASP conduct in non-Convention cases? Must ASPs respond to complaints about their conduct in non-Convention cases?

**Response:** 96.41(b) broadly permits a birth parent, prospective adoptive parent, adoptive parent, or adoptee to lodge dated written or electronic (including by email or facsimile) complaints directly with an agency or person.

Note that 96.41(b) does not limit such complaints to Convention cases, but does require that the complainant believes that the activities of the agency or person raise issues of compliance with the Convention standards. Thus, activity in non-Convention cases that raise significant questions regarding an agency or persons ability to comply with Convention standards fall within 96.41(b) if the agency or person that is the subject of the complaint is also a Hague accredited or approved provider. The complainant needs to state the connection to the Convention, the IAA and/or the regulations in her/his written complaint. If an agency or person receives a complaint that does not expressly allege lack of compliance with the Convention standards, but on its face any elements of the complaint do in fact support such a connection, the agency or person should advise the complainant that the complaint must state the connection to the Convention, the IAA and the regulations in order to be actionable under 22 CFR 96.41.

Under 96.41(c) and (d) the agency must respond to and maintain a record of any such complaints.

**Question:** Can an agency sue a complainant for publicly posting defamatory statements on the Internet or elsewhere and not run contrary to the provisions of 96.41 (d) concerning discouraging complaints and retaliating when clients make complaints?

**Response:** 96.41(e) limits its provisions to “clients” or “prospective clients” of accredited agencies or approved persons, but imposes a general obligation not to discourage complaints or retaliate against clients or prospective clients for “making a complaint; expressing a grievance; providing information in writing or interviews to an accrediting entity on the agency’s or person’s performance; or questioning the conduct of or expression an opinion about the performance of an agency or person.” However, as long as any suit is brought in good faith, 96.41(e) does not limit an agency’s remedies under other, generally applicable law. For instance, state law concerning libel and slander may provide a cause of action for public false statements, including those about an agency or person.

## POLICY

### 96.41(a)

#### Right to make complaint:

This agency recognizes the right of any **birth parent(s), prospective adoptive parent(s) (PAPs), adoptive parent(s), adoptee(s), (“Clients”)** to lodge a complaint or appeal about any of the services or activities of the agency (including use of its supervised providers) that he or she believes **raise an issue of compliance with the Convention, the IAA, the UAA, or the regulations implementing the IAA or UAA.**

ICA provides written or electronic (including by email or facsimile) complaint policies and procedures with a complaint form that incorporate the standards in 96.41 (b)-(h) to clients when they begin receiving services or working with ICA. The complaint policies and procedures and complaint form are also included in ICA’s website and Adoption Services Agreement. The policy and procedure and form will also be provided upon request.

## PROCEDURES

### 96.41(b)

Pursuant to Hague Technical Guidance E. 6a, **the complainant must state the connection of the complaint to the Convention, IAA, UAA and/or the regulations in her/his written complaint.** If ICA receives a complaint that does not expressly allege lack of compliance with the Convention standards, but on its face any elements of the complaint do in fact support such a connection, the Executive Director will advise the complainant that the complaint must state the connection to the Convention, IAA, UAA, and/or the regulations in order to be actionable under 22 CFR 96.41. The ED determines whether there is a connection to a compliance issue by reviewing the standards related to the complaint and seeking outside counsel when needed.

Determining when a concern/grievance rises to the level of a complaint as defined in 96.41(b) will depend on whether the subject matter is actionable under 22 CFR 96.41. For example, if a client notifies a staff member or agent that an FSP asked for money that is not identified in the Fee Schedule, this constitutes non-compliance with the Convention, IAA, UAA, and/or the regulations implementing them, and should be considered an actionable complaint. If a client expresses a dissatisfaction with customer service, the client should be directed to the Satisfaction Survey but may request a conference with the ED, should they wish.

If the complaint is not resolved amicably, or to the satisfaction of the client, the complaint, signed and dated, may be filed by the client directly with ICA about any services or activities of the agency, including supervised providers, that he or she believes raises an issue of compliance with the Convention, IAA, UAA, and/or the regulations implementing the IAA and UAA.

All complaints received by ICA, that are filled out in writing, signed, and dated, will be reviewed by the Executive Director, and responded to in writing within 30 days of receipt of such complaint 96.41(c) or less. The ED will provide expedited review of any complaints that are time-sensitive or that involve allegations of fraud. Any complaints received, which are not submitted in writing, signed, and dated, will be responded to directly by the ED to provide the complaint policy and requesting a written, signed and dated complaint.

After complaint is received, the ED will review the complaint and contact the client for any clarification, additional details, or evidence the client may have to substantiate the complaint. The ED will review all submitted material and conduct an investigation to determine the validity of the complaint and what actions are needed to address the complaint. Once a plan of action has been developed and implemented, the resolution will be presented to the client. If the client is dissatisfied with the resolution, they will be advised of the procedure to appeal to the President of the Board of Directors by submitting the original complaint, supporting documentation, resolution proposed by the ED, the basis of the continued dissatisfaction, and desired outcome to Executive Director, Charlotte Paulsen, via email at charlottep@4achild.org. The complaint, investigation, plan of action, resolution, and all communication will be documented in the case record and submitted to the AE during the semi-annual report on complaints.

Complaint forms may be submitted as follows:

- As an attachment to an email to the Executive Director, Charlotte Paulsen, MSW, at charlottep@4achild.org
- As an attachment to ICA's general email at info@4achild.org or
- In writing through the United States Postal Service addressed to: International Christian Adoptions, Attn: Charlotte Paulsen, MSW, 41745 Rider Way #2, Temecula, CA 92590.

If the Complainant is dissatisfied with the agency's response to their complaint, they may file a complaint directly with the U.S. State Department via the Hague Complaint Registry <https://travel.state.gov/content/travel/en/Intercountry-Adoption/about-adoption-service-providers/hague-complaint-registry.html> about any services or activities of the agency or person, including supervised providers, that he or she believes raises an issue of compliance with the Convention, the Intercountry Adoption Act (IAA), the UAA or the regulations implementing the IAA and UAA.

ICA receives a signed, dated, and written complaint via email, or regular mail via one of the following methods:

- As an attachment to an email to the Executive Director, Charlotte Paulsen, MSW, at charlottep@4achild.org
- As an attachment to ICA's general email at info@4achild.org or
- In writing through the United States Postal Service addressed to: International Christian Adoptions, Attn: Charlotte Paulsen, MSW, 41745 Rider Way #2, Temecula, CA 92590.
- The complaint is directed to the appropriate staff member, typically the Case Manager or social worker, to address the grievance initially. If no case manager or social worker is assigned, the complainant is forwarded to the Executive Director (ED).

#### 96.41(c)

- If the complaint is not resolved between the complainant and the assigned staff member, the ED will review and mediate the complaint. The ED will complete an investigation by assessing the situation, talking to the parties involved in the incident or concern, reviewing relevant documentation, and examining any other relevant source of information. This assessment will occur within a timely manner, one which will allow a

written response by the ED, which will be provided to the complainant via email and USPS within thirty (30) days or less. If the complaint involves a time sensitive matter, or allegations of fraud, as determined by the ED, the ED will expedite review of the complaint and the investigation will begin within one (1) business day and completed within five (5) business days by reviewing all evidence, contacting all involved parties, conducting interviews, and determining an appropriate course of action within five (5) business days. The ED will consult with the Board, legal counsel, ASP support organizations, or any other resources that may have similar or relevant experience, as needed and available. The ED will keep the President of the Board apprised daily in such a situation.

- If the complaint is not resolved by the ED, she/he will notify and communicate with the President via email or telephone conference and may meet in person or video conference if further consulting or mediation is needed.
- If the complaint against an employee appears to have merit after the investigation is completed by the committee, this issue will be addressed with the employee by the ED. The appropriate warning and/or disciplinary action will be enforced up to, and including, termination.
- If the complaint against a ICA exempt or supervised provider has merit after the investigation is completed by the ED, the ED will address the issue with the exempt or supervised provider. The appropriate action taken includes warning to the exempt or supervised provider, or termination of the relationship with the provider.

#### 96.41(d)

- Complaints will be maintained and managed in the following manner:
- The ED will maintain a detailed written record of all complaints registered by a complainant and will include the steps taken to resolve the complaint.
- The record of complaints will be stored within the client's electronic file in OneDrive, the client's eAdopt file, as well as a central file in OneDrive titled "Complaints."
- The ED will send the response to a complaint to the client's email address, regular mail, and certified mail with return receipt, restricted delivery through the USPS.
- The record will be made available by the ED or Administrative Assistant to the accrediting entity or Secretary upon request as required by 96.39(e) via the general email address, or as requested.

#### 96.41(e)

ICA will not take any action to discourage complaints or retaliate against a complainant for making a complaint. ICA ensures this by doing the following:

- ICA staff are trained to not discourage complaints by reviewing policy and procedure and encouraging them to share feedback from clients.
- Discussing cases during group or individual supervision.
- Reviewing client feedback on Satisfaction Surveys.
- ICA maintains an agency culture of viewing complaints as an opportunity to improve the quality of services being provided. Feedback from our clients is shared with our Board of Directors at every quarterly meeting for quality assurance purposes.

#### 96.41(f)(g)

Providing information to the ED and/or Director

- The Executive Director and/or Director will provide the accrediting entity, on a semi-annual basis, a summary of all complaints received during the preceding six
- (6) months with information on the number of complaints received and how each complaint was

resolved and an assessment of any discernible patterns in complaints received against our agency, along with information about what systemic changes, if any, were made or are planned by our agency in response to such patterns.

- The Executive Director and/or Director is responsible for reporting the complaints and preparing the self-reporting documents.
- The Executive Director and/or Director reviews the U.S.A. Accrediting Body Policy 004 and any other applicable guidance or requirements on the 1st of each month as reminded through Outlook.
- Responses to requests from the Secretary will be provided by the Executive Director and/or Director via the general email address, or as requested.

#### 96.41(h)

ICA has a quality improvement program to systematically improve our services by

- reviewing complaint data at the quarterly board meetings;
- providing client satisfaction surveys to the client(s) and following up with the clients should the clients not return the survey;
- evaluating employee performance;
- evaluation of any complaints received will assist improving the quality of agency services; and
- meeting with ICA's FSPs to discuss families who are processing to determine if any quality improvement needs to be implemented.

Feedback is stored in OneDrive in a folder titled "Quality Assurance."

COMPLAINT REPORTING FORM

INTERNATIONAL CHRISTIAN ADOPTIONS  
COMPLAINT REPORTING FORM

Complaint forms may be submitted as follows:

- As an attachment to an email to the Executive Director, Charlotte Paulsen, MSW, at charlottep@4achild.org
- As an attachment to ICA's general email at info@4achild.org or
- In writing through the United States Postal Service addressed to: International Christian Adoptions, Attn: Charlotte Paulsen, MSW, 41745 Rider Way #2, Temecula, CA 92590.

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

COMPLAINT

Describe your complaint and how it related to the Convention, the IAA, the UAA, or the regulations implementing the IAA or UAA. (Attach additional sheets if needed):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Initial \_\_\_\_\_ Initial \_\_\_\_\_



COMMENTS

Additional comments (Attach additional sheet if necessary):

SCHEDULE B

**POST-PLACEMENT & POST-ADOPTION SERVICES & REPORTING**

This agreement is entered into by and between International Christian Adoptions, ("ICA"), and the undersigned prospective adopting parent(s) ("PAP"). ICA and PAP are collectively referred to herein as "the parties."

Name(s): \_\_\_\_\_  
 \_\_\_\_\_

**RECITALS**

PAP is a natural person or persons who wish to adopt a child or children born in a country ("the sending country") other than the United States of America("U.S.A.").

ICA is a private, non-profit, licensed, child and family service agency which arranges and facilitates inter-country adoptions.

PAP has been accepted to participate in an ICA adoption program. The parties have signed (or are signing contemporaneously with this agreement) an ICA International Adoption Services Agreement defining the parties' respective rights and obligations with regard to prospective adoption services.

PAP understands that each sending country has separate and distinct Post-Adoption requirements, and that the fulfillment of these requirements is important for many reasons, including the continued viability of ICA programs and relationships with other sending countries.

The parties now wish to enter into an agreement regarding Post-Adoption services and reporting and to define their respective rights and obligations in that regard.

**AGREEMENTS**

In consideration of adoption services provided and to be provided by ICA, and in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which are accepted by the parties, the parties agree as follows.

**1. Recitals**

The Recitals set forth above are hereby made a part of this contract.

**2. Relationship to International Adoption Ministry Agreement**

This agreement shall be considered to be incorporated in and a part of the ICA International Adoption Ministry Agreement - including but not limited to any recitals, disclaimers, releases, dispute resolution provisions, and provisions concerning contract construction - are hereby made a part of this agreement and are fully enforceable as though those provisions were expressly set forth herein. In the event of any conflict between the provisions of the ICA International Adoption Ministry Agreement and the provisions contained herein, the terms of this agreement are controlling.

**3. Pre-Adoption Placement/Transfers of Custody/ "Guardianship"**

3.1 Pre-adoption services are rendered in those adoptions that are finalized in the U.S.A. Guardianship or transfer of custody have been given to the adoptive family for purposes of adoption. Services given include supervisions of the placement. This begins within 10 days from the time you bring the child home. Then 2 months, 4 months, 6 months and one year.

3.2 ICA continues to supervise PAP until PAP finalizes the adoption. However, we expect you to finalize any time

Initial \_\_\_\_\_ Initial \_\_\_\_\_

after 6 months from when the child comes home to you. During your supervision we want to know what services we can provide you so that you and your child attach and bond. Those services may include group support, counseling, referrals to specialized services, respite care and the like. Please don't hesitate to contact us.

#### 4. Post-Adoption Requirements

4.1 Post-Adoption requirements in general - Post-Adoption requirements are to be fulfilled after a child is placed with PAP, and may include registering the child with sending country or other authorities, counseling, supervision, home visits, evaluation, registration, photographs, and written reports. The number and nature of Post-Adoption requirements may differ from case to case, depending on the laws and rules of the sending country, of the jurisdiction in which PAP resides, and of any other government authority with jurisdiction over the adoption, and depending on the needs and circumstances of each individual adoption.

4.2 Sending country Post-Adoption requirements - The Post-Adoption requirements established by the sending country in the ICA program which PAP has selected are attached hereto as Exhibit A, and incorporated herein by this reference. PAP understands that these requirements may change, and that prior to taking placement of a child for purposes of adoption, ICA may notify PAP of different, additional, or revised Post-Adoption requirements. PAP agrees to be responsible for and fully comply with the Post-Adoption requirements in effect at the time PAP takes placement of a child, and further agrees that any such Post-Adoption requirements are subject to, incorporated in and enforceable under the provisions of this agreement. In the event that PAP changes ICA programs prior to taking placement of a child, PAP agrees to be responsible for and fully comply with the new sending country Post-Adoption requirements in effect at the time of adoption, and further agrees that any such Post-Adoption requirements for the new sending country are subject to, incorporated in, and enforceable under this agreement.

4.3 Responsibilities of PAP - PAP is solely responsible for arranging, fulfilling, and paying for all costs and fees associated with all applicable Post-Adoption requirements

before turning in PAP's completed dossier to the ICA office for process. PAP agrees to turn in a receipted from the Cooperating Agency at time of dossier submission which shows proof of payment for all Post-Adoption reports required by the sending country.

4.4 Responsibilities of ICA - ICA will inform PAP in writing of all current and applicable Post-Adoption requirements for the adoption program in which PAP is participating. If Post-Adoption requirements involve social services (such as a home visit), ICA will perform required Post-Adoption services, will prepare any required Post-Adoption social service reports in the appropriate legal forms, and will submit such reports to the appropriate persons or authorities. If Post-Adoption social services are performed by an agency other than ICA, ICA will review and evaluate Post-Adoption social service reports, and will submit such reports to the appropriate persons or authorities.

4.5 If it is discovered that PAP needs support groups, respite care, counseling or other services, ICA will assist with referral services at your expense. If there is a request for "search services" by yourself or the child/ren adopted, there is a particular protocol to abide by. Please contact ICA for further details.

4.6 Post Placement Services- Post Placement adoption services are similar to the above, however PAP did not finalize PAP's adoption in the foreign country. There are state and country mandates to follow. The reporting is MANDATORY.

#### 5. Post-Placement and Post-Adoption Fees

5.1 Late Fees - ICA will charge PAP as a late fee twenty-five dollars (\$25.00) for each day that PAP is late in complying with any Post-Adoption requirement under this agreement. PAP will also be responsible for all additional costs of sending another authorized agent to gather appropriate information for the reporting which includes time, travel and other expenses.

#### 6. Disruption

6.1 Disruptions are when your case is not yet final (see Pre and Post Placement services above). When "custody" of the child has legally been granted to PAP and for

whatever reason it is not working out, ICA has a step-by-step plan that really must be followed. In that plan there will be a list of things we ask your cooperation in so the transition for the child from your home to our "Bridge Home" (a temporary home for the child until ICA finds another family) is successful. That list will include a medical exam for the child, a psychological exam, evaluation by a teacher, school reports, et. Therapy will be offered to the child to help with grief and loss (and for you if wanted) and the transition. PAP is responsible for the care of the child, counseling, and medicals and psychological exams until an alternative placement is found. Returning the child to the foreign country is NOT an option unless the foreign central authority is requiring return. Fees that PAP have paid are non-transferable nor refundable. Any fees associated with return of the child at their request or request of the foreign country is the responsibility of the PAPs

#### 6.2 Disruption Plan to be Executed by ICA - Beginning Stages of Disruption (before child is moved):

- ICA notifies Central Authority
- Psychological Evaluation
- Two (2) sessions per week of therapeutic and behavioral intervention for no less than six (6) months.
- IEP from school system with a referral to the County Mental Health Dept. (In case family will later need residential care as opposed to an alternative adoptive family.)
- Tutors assigned from school system.
- Mentor assigned from agency to provide support and encouragement.
- ICA begins to find a suitable "Bridge Home" for further assessment of the child.

#### 6.3 Once a Decision to Disrupt Occurs:

- ICA makes a "Step Placement" Plan between the adoptive family and the "Bridge Home" family which is mutually agreed upon. Several meetings occur between child and "Bridge Home"; between Adoptive Family and "Bridge Home".
- ICA moves child by itself or preferably with the adoptive family to the "Bridge Home".
- Child remains on Adoptive Family insurance for counseling and medical until an alternative home is

found or Medicaid is agreeable to take care of the costs.

- ICA begins to interview new prospective families who appear to be good match.
- ICA begins home study process on new family and completes.
- ICA notifies Central Authority to proceed.

ICA will arrange for the return of a child to his/her country of origin only when both the U.S. Central Authority (U.S. Department of State) and the Central Authority of the child's country of origin provide written permission and determine that such return is required and in the best interest of the child.

ICA will consider return to the country of origin only in circumstances where:

- Both the U.S. Central Authority and the Central Authority of the child's country of origin have provided written permission and direction for such return, AND
- Both Central Authorities have determined that return is in the best interests of the child, AND
- Reasonable efforts to achieve a secondary placement within the United States have been exhausted or deemed not to be in the child's best interest by both Central Authorities.

Any fees associated with such return will only be assessed as specifically directed and approved by the relevant Central Authorities.

#### Legal and Financial Responsibility

In the event of a disruption, ICA will:

- Maintain legal responsibility for the child's welfare and placement until a permanent resolution is achieved or the child is returned to the country of origin as directed by both Central Authorities with their written permission.
- Assume financial responsibility for the child's care, including but not limited to temporary foster care placement, medical care, and basic needs, until a secondary placement is secured or return is arranged with permission from both Central Authorities.
- Coordinate with adoptive families, legal counsel, and relevant authorities to clarify ongoing financial

obligations of the prospective adoptive parents as required by state and federal law.

- Not assess additional fees to the prospective adoptive family for ICA's efforts to secure a secondary placement or coordinate care during the disruption period.

Notification Procedures addressing 96.51(d) Element 4  
In the event of a disruption, ICA will provide written notification within 24 hours to:

- The U.S. Department of State, Office of Children's Issues (U.S. Central Authority).
- The Central Authority of the child's country of origin.
- The accrediting entity (CEAS).
- The supervising adoption agency or social worker (if different from ICA).
- Legal counsel representing the child (if appointed).

Notification will include:

- The circumstances leading to the disruption
- Current placement and care arrangements for the child.
- ICA's plan for securing a secondary placement or other resolution.
- Contact information for ICA's designated disruption coordinator.

ICA will provide ongoing updates to all parties at minimum every 14 days until the disruption is resolved.

## 7. Dissolution

7.1 This is similar to a disruption process with the main difference being you have already finalized your adoption here or in the foreign country. Again, for the child's best interest, we must find out what will be best for them by using a step-by-step plan of transitioning the child from your home to a new home. We will assist you in this process but you have full and total responsibility of costs. You will be signing relinquishment to terminate your parental rights once a family is found.

7.2 Dissolution Plan to be Executed by ICA-  
Beginning Stages of Dissolution (before child is moved):

- ICA notifies Central Authority
- Psychological Evaluation

- Two (2) sessions per week of therapeutic and behavioral intervention for no less than six (6) months.
- IEP from school system with a referral to the County Mental Health Dept. (In case family will later need residential care as opposed to an alternative adoptive family.)
- Tutors assigned from school system.
- Mentor assigned from agency to provide support and encouragement.
- ICA begins to find a suitable "Bridge Home" for further assessment of the child.

### 7.3 Once a Decision for Dissolution Occurs-

- ICA makes a "Step Placement" Plan between the adoptive family and the "Bridge Home" family which is mutually agreed upon. Several meetings occur between child and "Bridge Home"; between Adoptive Family and "Bridge Home".
- ICA moves child by itself or preferably with the adoptive family to the "Bridge Home".
- Child remains on Adoptive Family insurance for counseling and medical until an alternative home is found or Medicaid is agreeable to take care of the costs.
- ICA begins to interview new prospective families who appear to be good match.
- ICA begins home study process on new family and completes.
- The adoptive family will be required to sign relinquishment paperwork to legally release the child for adoption to another family.
- ICA notifies Central Authority to proceed.

You may have to arrange for a group home if a family cannot be found as you have full legal responsibility. Fees that PAP have paid are nontransferable or refundable.

7.4 If the adoptive placement has already finalized whether in the country of origin or in the U. and you will be seeking a dissolution:

- ICA will assist in locating an alternative Placement
- Under **NO** circumstances are you allowed to return the child alone on a plane or by any other transport
- Under **NO** circumstances are you to move the child or

re- home the child

- Because your adoption finalized, you are completely legally responsible. You are financially responsible. You are responsible for all medical, dental, room and board, safety and security as this is your child

If an alternative placement is being sought, you will be required to:

- Obtain a psychological evaluation on the child
- Obtain a full medical and dental check-up on the child
- Complete 6 therapy sessions regarding transitioning your child
- Seek hospitalization if harm to self or others is apparent
- Seek extended residential care at your expense
- Seek a referral to the county social services if you cannot handle the child at all and no alternatives are available to you
- Sign relinquishment papers if an alternative family is available
- Under **NO** circumstances are you allowed to re-home the child

## 8. Custody & Return of Child

8.1 Custody and Return of Child - In either disruptions or dissolutions, ICA will take responsibility unless the central authority of the child requires the child to return. ICA's highest goal will be to find another family. PAP cannot return the child(ren) to the child's country of origin or abandon the child(ren) in the U.S.A.

## 9. Remedies

9.1 Importance of Post-Adoption compliance - Compliance with all sending country Post-Adoption requirements is extremely important. Some sending countries base decisions about their future adoption programs e.g., whether to allow adoptions by U.S. Citizens, whether to work with specific U.S. Agencies, on the rate of compliance with Post-Adoption requirements. Some sending countries have indicated no tolerance for any failure of compliance by any prospective adoptive parent. Some sending countries have indicated that they may discontinue working in a country or with an adoption

agency if even one adopting parent fails to comply with Post- Adoption requirements. Thus, the failure of a single adopting parent to satisfy one or more Post- Adoption requirements may result in preventing hundreds of other families from being able to adopt from a sending country, shutting down an entire ICA adoption program, and causing substantial economic hardship to ICA.

9.2 Defining breach – Because of the potentially severe consequences of PAP's failure to timely comply with all Post- Adoption requirements, any such failure shall be considered a material breach of this agreement.

9.3 Remedies - In the event of any breach of this agreement by PAP, ICA may exercise any or all of the following remedies. These remedies are not mutually exclusive. ICA is not required to elect among these remedies. ICA may resort to any or all of these options, simultaneously or consecutively.

9.3.1 ICA may retain all or any portion of the Post-Adoption deposit, refunding no part of the deposit to PAP. The parties agree that the Post-Adoption deposit is not intended as a penalty or liquidated damages, and is not intended to compensate ICA for all economic harm incurred by ICA as a result of PAP's breach. Rather, the Post-Adoption deposit is intended as partial compensation to ICA for the additional time, effort and resources ICA must expend in attempting to enforce PAP's compliance with Post-Adoption requirements and from this agreement for the purpose of such proceeding as is necessary to permit the remainder of this in attempting to ameliorate the effects of PAP's breach with the relevant sending country.

9.3.2 ICA may seek inductive relief, including specific performance of this agreement and of PAP's performance of Post-Adoption requirements and obligations.

9.3.3 ICA may bring an action against PAP for damages, including claims for lost profits, lost future revenue, consequential damages, and any other legally recoverable damages caused by PAP's breach.

9.3.4 This agreement including all supplements, modifications, and other documents incorporated herein and all rights, obligations, and disputes arising out of it is governed by and construed consistent with California law. The parties agree that exclusive jurisdiction for any dispute arising under this agreement shall lie in California Circuit Court and that venue shall be in Riverside County, California.

9.3.5 Notwithstanding any provision to the contrary in the ICA International Adoption Ministry Agreement or in any other agreement between the parties, ICA is not required to mediate or arbitrate any claim or legal action brought under this agreement or prior to exercising any remedy allowed by this agreement.

9.3.6 The prevailing party in any litigation to interpret or enforce the terms of this agreement is entitled to recover reasonable attorney fees and all other costs of litigation including but not limited to deposition transcripts, expert witness fees, out of pocket costs as well as any other costs and disbursements specifically allowed by statute or court rule. The right to recover attorney fees and costs granted by this subsection specifically extends to any costs and attorney fees incurred prior to the commencement of any legal action, incurred on appeal, or incurred in the context of any bankruptcy proceeding of any type.

## 10. Construction

10.1 Severability of provisions - If, in any judicial or dispute resolution proceeding, a court or arbitrator shall refuse to enforce all the provisions of this agreement, any unenforceable provision shall be deemed eliminated agreement to be enforced.

10.2 Non-waiver - The failure of either party to enforce any provision in this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

10.3 Modification/supplementation of agreement - Any modification of or supplement to this agreement must be in writing, and signed by all affected parties. This

provision may not be waived, modified, or supplemented except in the manner specified herein. Provided, however, that any separate written release from liability shall be enforceable if signed by the releasing party. ICA may change the Schedule of Fees without PAP's signature or agreement.

10.4 Entire Agreement - This agreement, and attached documents referred to and expressly incorporated herein, contains the full, final, and exclusive statement of the agreement between the parties hereunder with regard to Post- Adoption requirements. This document is being signed voluntarily, without reliance on any other purposes or representations.

10.5 Interpretation - No provision of this agreement shall be considered for or against a party because that party or its legal representative drafted such provision, or because this agreement originated with one party or other. Please see Schedule for full policy and procedures.

I/We have read and fully understand this agreement.

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
 Print Adoptive Parent

\_\_\_\_\_  
 Print Adoptive Parent

SCHEDULE C

## POST PLACEMENT / POST ADOPTION SCHEDULE

### Post Placement/Post Adoption Supervision and Reports:

It is the philosophy of ICA that each family should be seen within 10 days of placement or return from a foreign country whether there was an IR-3 or IR-4 or an IH-3 or IH-4 Visa. Supervision is critical to the success of your adoption and in essence the wellness of your family. For ICA families, (if ICA is your Primary Provider) supervision means a regular visit by ICA PLUS regular counseling appointments if you have adopted a child over the age of 2 years. This is why it is MANDATORY for families to have mental health insurance coverage and resources in the community that will support and help. ICA requires four visits and four reports with pictures within the first year from a licensed agency. Those reports will also serve as requirements for the foreign government. ICA will inform you of the exact details from the specified country chosen. If ICA is the Supervised Provider, it will adhere to the requirements of the Primary Provider.

ICA now has a "Wrap-Around Services" program wherein we assist you with support, counseling, services (i.e. tutor, respite care, evaluation, etc.) as best we can. This is actually a division of ICA.

In either case, Post Placement/Post Adoption reports are MANDATORY. They are NOT an option and ICA will charge a FINE to the family if the report is late (even by one day). Late reports are serious infractions and are highly damaging to agencies not to mention future children who need forever families. Late reports and no reports cause a country to make restrictions or simply close adoptions. If your adoption disrupts or dissolves, the current family will provide reports. If you are adopting a placement that is disrupted or dissolved, you will be required to adhere to the requirements of reporting.

### Post Placement/Post Adoption Schedule:

#### General Country Schedules

Below please find the general Post-Placement! Post-Adoption schedules for various inter-country programs. Please note that all Post-Placement/Post Adoption reports need to be notarized and should be accompanied by approximately 8 to 10 photos. All Hague compliant countries also require that Post- Placement/Post Adoption reports be apostilled. PLEASE NOTE - ICA is asking for substantiated reports/documents which attest to how the child is doing in the home. Those documents include medical reports, shot records, tutor statement, therapist statement, school report, school counselor report, etc.

In addition, please note that a foreign government's Post- Placement schedule may or may not coincide with the reporting requirements of your state of residence. In most cases some additional reports written by a social worker may be required.

ICA works directly or indirectly (i.e. ICA may have entered into an agreement with another agency or entity to provide services in that particular country) in the following countries (The letter "R" means we are registered and the letters "RNR" means the country does not allow agencies to register its adoption program but we are working there with authorized agencies. "RA" means we are working with a foreign licensed agency who is authorized by their Central Authority to do adoptions. The letter "N" means we are networking with another U.S. Agency for services). This list is not complete. ICA can perform home studies services for another agency in California and North Carolina.

**Bulgaria (RA)**  
**Philippines (R)**  
**Romania (R)**

Our requirements for post adoption/post placement services may differ from what the foreign country

requires in the sense that ICA asks for more rather than less reporting. Notarized apostilled reports with 8-10 photos and substantiated reports/documents (remarking as the welfare of the child) will also be requested. The following is the schedule .IE, the adoption is finalized in the foreign country:  
 (ICA policy is that the below schedule is required of ALL families)

- 10 days from arrival 1 year 6 months
- 3 months (to arrive at ICA at 2 ½ months) 2 years 6 months 6 months (to arrive at ICA at 5 ½ months) 3 years 9 months (to arrive at ICA at 8 ½ months) 4 years 12 months (to arrive at ICA at 11 ½ months) 5 years

**Additional Reporting may be Required at Notice or without Notice:**

If your adoption did not finalize in the foreign country, you will be required to submit monthly reports and then revert to the schedule shown after finalization.

Our signatures below attest to the fact that we have

read and understand all the above.

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
 Print Adoptive Parent

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
 Print Adoptive Parent

SCHEDULE D

**WAIVER OF LIABILITY**

**Statement of Risks in Adoption Waiver of Liability**

In this document, International Christian Adoptions is also referred to as ICA or "the agency". This includes the employees of International Christian Adoptions, our Directors, officers, independent contractors, social workers and all parties directly affiliated with ICA.

In this document, you, the prospective adoptive parents, are referred to as "you", or the prospective adoptive family, or prospective adoptive parent(s), specifically

\_\_\_\_\_ jointly and severally and your heirs, executors, administrators or designees.

**Introduction**

As prospective parent(s), you are about to embark upon an exciting and sometimes unnerving experience, and it is sometimes difficult to remember all the details and information we have provided you concerning adoption. Because of this, we have found it helpful to compile some of this information in an easy to understand format. It is important that you have this information, be aware of and understanding of the risks involved in adopting internationally, and it is important for us to know you have this information; therefore, we ask that you initial each page, sign this statement and return it to us for our files. Please maintain a copy for your own records.

Adoption placements have certain risks, which may or may not be known at the time of referral, placement or may never be known by the agency. The purpose of this statement is to set forth several, but not all of the significant risks associated with entering into an adoption plan. You are urged to review this document, and all documents we ask you to sign, with an attorney or anyone else you choose. Also we want to emphasize that the adoption process is completely voluntary. You should not feel pressured, nor are you obligated to continue an adoption plan at any time up to the finalization of the

adoption either in a US court or in a foreign court or the equivalent, whichever is earlier.

The amount of information available to us varies from placement to placement. As a result, certain risks may become known to us and/or become significant to the placement after a child referral has been made to you. You understand that all information made available to us will be disclosed to you so that you can review it and possibly re-evaluate your participation in the proposed adoptive placement.

You also understand and acknowledge that not all information will be known to ICA or be knowable by ICA, and that it is possible that some of the information, both known and unknown, may create risks and have an effect on the future health, mental, social and or emotional development of the adoptive child(ren).

**Medical Risks**

ICA cannot predict an adoptive child's mental or physical development, emotional and/or personality characteristics, health, medical problems, learning disabilities, intellectual ability, hyperactivity, attention deficits, appearance, inherited characteristics or other factors pertinent to the development of a child.

Information provided by or through us may be incorrect because any social, medical or family history has been provided by birth parents, foreign courts, overseas doctors, orphanage workers or other sources beyond our control. You understand and acknowledge that medical and social information given to us by the biological parent(s) or by hospitals, doctors, foreign court workers, foreign orphanage Director or workers or other foreign entities and then passed on to you may be incomplete or inaccurate. It is possible that the biological parent(s) may intentionally offer incorrect information. You should consult with an International Adoption Medical Expert and/or your pediatrician, or another appropriate medical specialist to review all information and to provide you with an opinion regarding a child referral or the absence of pertinent information in a child's referral packet. All updates should also be reviewed by an International

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Adoption Medical Expert, your pediatrician or another appropriate medical specialist. ICA does not offer and will not offer medical advice, as the agency is unqualified to provide this service.

We do not assume any duty to independently verify the information given to us by biological parents or other sources nor will we make an independent investigation into the biological parent's background and health or social situation, as they are in a foreign country.

Adoptions are often looked upon unfavorably in foreign countries and attempting to independently investigate the biological parent(s) could put them at risk and endangers their confidentiality. You agree not to expect or rely upon us to by biological parent(s) or third parties at the time of referral, placement or into the future. PLEASE NOTE - This provision is not intended to take away the agency's responsibility to perform due diligence in obtaining information.

Children involved in international adoption may have or have had in the past, various medical conditions and/or exposures, including, but not limited to the following: HIV, HIV exposure, Hepatitis B, Hepatitis A, Hepatitis C, Hepatitis D, Tuberculosis, Syphilis, Salmonella, Giardia, Pneumonia, Pervasive Developmental Delays, Scabies, Lice, other parasites, Malnutrition, Hernias, Chronic ear/sinus infections, Chronic infections, Vision Problems, Hearing Problems, Physical abuse, sexual abuse, learning disabilities, decayed teeth, undiagnosed genetic problems, heart murmurs, mild heart problems, moderate heart problems, serious heart problems, Downs syndrome, attachment disorder, ADD, ADHD, depression, lactose intolerance, complications of a premature birth, cerebral palsy, spina bifida, Autistic spectrum disorder, sickle cell, plagiocephaly, and/or developmental delays. This list is not intended to be all inclusive. You understand and acknowledge that there are medical risks in international adoption due to unknown biological parents (on occasion), misleading information from biological parents and/or others, less developed medical testing & training, lack of information and/or unreliable testing. You understand and acknowledge that you will receive all information and medical diagnosis that ICA receives and you have the opportunity to discuss medical, emotional and

psychological risks with a physician of your choosing. You also understand that in some circumstances it may be possible to have the child seen by a physician of your choice in the foreign country, at your expense. You understand and agree to hold harmless ICA for diseases, medical, emotional, psychological and social disorders that a child may have or develop in the future.

## Legal Risks

In any adoption there may be legal risks. We strongly recommend that you consult with an attorney regarding any specific adoption plan you are considering. There are many possible risks, some of which are discussed below.

At any time prior to the execution of the final consents for adoption and expiration of any applicable revocation period set out by the law of the foreign country, the biological parent can change his/her mind and elect to parent the child him/herself. The birth parent can leave town or otherwise disappear prior to the finalization of an adoption plan, which can result in the adoption needing to go through a different court process, additional steps or being stopped altogether.

The child will not be placed with you until all appropriate legal steps have been taken and the adoptive placement has been approved by both the foreign country and the United States. In Hague countries, the placement must be approved by the Central Authority of both countries.

Disruption of an adoption plan, before or after placement, almost always results in emotional turmoil and financial loss to you. Your financial losses may include, but are not limited to, all costs and fees paid and owed to ICA, payments made for legal services, payments made for foster care and medical services. Fees are for services rendered and are in no way "buying a child". On occasion, an adoption is unable to be completed. In cases such as this, there will be no reimbursement for services that were completed and undertaken on your behalf. You understand that ICA will not pursue a biological parent or otherwise harass a biological parent to complete an unwanted adoption plan or to repay any of the funds you may have paid in attempting to do an adoption. If parents choose to terminate an adoption plan prior to

finalization for any reason other than a serious medical issue with a child, all fees incurred to such point are non-refundable and non-transferable. If prospective adoptive parent(s) choose to terminate an adoption proceeding before finalization because of a serious medical problem unknown at the time of referral, some fees, minus that already expended for foster care, legal services and medical care of the child shall be transferable to another child referral.

From the date an adoption is considered finalized in a foreign country, the child shall be considered a legal dependent of the prospective adoptive parent(s), who agree to assume full responsibility for all costs of the child's care, housing, rearing, education, and medical needs.

Should a family resolve to dissolve an adoption after finalization, ICA bears no legal responsibility to the family or the child for finding an alternative home. To the extent it has knowledge and resources, the agency will provide advice and offer information regarding available external assistance such as counseling that the Adoptive Parent(s) may engage at the Adoptive Parent(s)' expense. In the event that counseling is not successful in resolving serious difficulties and the Adoptive Parent(s) decide that vacating the adoption is in the best interest of the child, the agency will assist the adoptive family in finding a subsequent adoptive family for the child, if possible. Should the efforts used to locate a subsequent adoptive family yield no results, it will be the adoptive family's responsibility to utilize the services available to them through the Department of Health and Human Services for the State in which they reside. In considering future placement of the child, the agency will consider the child's views when appropriate in light of the child's age and maturity and, when required by State law, obtain the consent of the child prior to change in physical home or custody. The agency will also consider the child's age, length of time in the United States, and other such pertinent factors. Notwithstanding removal of the child from the Adoptive Parent's home and custody, the Adoptive Parent(s) shall continue to have financial accountability for all costs required for child's care until such time as the agency is able to effect other placement or return of the child as set forth above, and the Adoptive

Parent(s) will pay such costs upon billing by the agency. The agency will make reasonable efforts to determine if the child is eligible for various governmental social welfare programs providing financial assistance to children and, if so, work with the Adoptive Parent(s) to see that child is enrolled and that the Adoptive Parent(s)' billed expense is reduced accordingly.

In the event that the agency suspects child neglect or abuse occurring, in compliance with the laws and regulations of the State of California, the agency will report such suspected neglect or abuse promptly to appropriate law enforcement and public child welfare authorities and cooperate fully in their investigation and its resolution. If local law enforcement and public child welfare authorities act to remove the child from the home, and assume temporary custody and care of the child, due to child abuse or neglect, then: The agency will assist the local enforcement, if possible and the agency will be responsible for notifying the foreign country government about the change in custody and care of the child's new adoptive parents. In considering future placement of the child, the agency will work cooperatively with local enforcement to help secure another placement for the child, if possible. In the event removal of the child from the Adoptive Parent(s)' home is the result of action by law enforcement or child welfare authorities, the Adoptive Parent(s) will have financial and other responsibility for the child's care as is required by laws and regulations of the county, state, or other jurisdiction governing such circumstance.

## Birth Fathers

Determining the rights of a birth father may or may not have is very complex and depends on the foreign country's laws. A biological father who is married to the birth mother has the same rights as the biological mother in most countries. In some countries if a birth mother is married an adoption plan is unable to be processed. It is possible that a birth mother may misrepresent herself as being unmarried, when in actuality she is married. Should a birth father be determined to have legal rights to parent a child and he expresses this desire the adoption will be impossible to complete.

## Country Moratorium and Backlogs

International adoptions are contingent on the cooperation of the foreign countries. At times, foreign countries change their adoption laws and procedures, which can result in backlogs of cases and on occasion moratorium (ceasing) of adoption.

Moratoriums may be declared by the foreign country or by the United States should the United States determine that fraudulent activities are occurring that would require the stopping of adoptions to ensure the safety and well-being of children. Moratoriums do happen and can completely stop a case from progressing. They are indefinite in their nature and impossible to predict. You hereby acknowledge your understanding of this as a potential risk. PLEASE NOTE - New laws pertaining to adoption are being considered in several countries and can negatively impact adoption cases in the process.

## Paperwork changes

The paperwork requirements for foreign country adoption processing is continually undergoing changes.. These changes often result in delays. You may be asked to redo the same document several times before it is acceptable to the deciding entity in a foreign country. You hereby acknowledge your willingness to complete such tasks and your understanding of this risk.

## International Adoption Environment

International Adoptions are fraught with uncertainty during the process and the completion of international adoptions often involves factors that are outside the control of ICA and those with whom it collaborates in providing adoption services. You acknowledge and understand that ICA cannot be held responsible or liable for delays or other events or complications outside the direct control of ICA. You also acknowledge that ICA cannot and does not assume responsibility for the actions of a foreign government. ICA cannot guarantee that a foreign government entity, institution, Judge, court or person will not disapprove or invalidate the request of any particular family or individual to adopt a specific child in the country of birth of that child or any

particular foreign country will continue to allow the adoption of children by non-citizens. Final authority for approval of the child's adoption and subsequent emigration to the United States is at the discretion of the government and national authorities in the country of the child's birth and of the United States government. ICA cannot and does not assume responsibility for these entities. Developing countries routinely change adoption processing procedures and requirements. In addition, the laws for adoption within developing countries may be contradictory, interpreted differently and enforced sporadically. You acknowledge ICA has no control over these factors.

## Limited Confidentiality Waiver

We understand that confidentiality is often important to you and we will not intentionally exchange identifying information about you directly to a birth family without your consent. Information may be disclosed to the birth parent(s) by others during the course of an adoption proceeding and may be a matter of public record in foreign countries. You also understand that there are legal methods of tracing a child placed for adoption via registries, vital statistics records, school and medical records and the work of confidential intermediaries.

In working with you in the course of providing adoption services, ICA may find it necessary to communicate with third parties to assist you or to act in the best interests of the child, whether the child has been identified or not. Accordingly, prospective adoptive parent(s) agree that ICA may disclose confidential information to health care professionals or entities, social work. Home study providers, or governmental agencies with a direct interest in the adoption proceedings (USCIS, embassies), so long as any such disclosure reveals no more information than is necessary for ICA to provide adoption services, either to the prospective adoptive parent(s) or the child. This provision survives any termination of the agreement.

By signing below, we acknowledge that we understand all the risks as presented in this document. We wish to pursue an adoption plan knowing and assuming all the medical, legal and other risks of adoption. We

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specifically release International Christian Adoptions, its employees, attorneys, social workers, independent contractors, principals, officers, directors and all other parties affiliated with ICA from any and all liability pertaining to the risks above described.

## 96.49 Provision of medical and social information in incoming cases

(a) The agency or person provides a copy of the child's medical records (including, to the fullest extent practicable, a correct and complete English-language translation of such records) to the prospective adoptive parent(s) as early as possible, but no later than two weeks before either the adoption or placement for adoption, or the date on which the prospective adoptive parent(s) travel to the foreign country to complete all procedures in such country relating to the adoption or placement for adoption, whichever is earlier. (b) Where any medical record provided pursuant to paragraph (a) of this section is a summary or compilation of other medical records, the agency or person includes those underlying medical records in the medical records provided pursuant to paragraph (a) of this section if they are available. (c) The agency or person provides the prospective adoptive parent(s) with any untranslated medical reports or video or other reports and provides an opportunity for the client(s) to arrange for their own translation of the records, including a translation into a language other than English, if needed. (d) The agency or person itself uses reasonable efforts, or requires its supervised provider in the child's country of origin who is responsible for obtaining medical information about the child on behalf of the agency or person to use reasonable efforts, to obtain available information, including in particular: (1) The date that the foreign country or other child welfare authority assumed custody of the child and the child's condition at that time; (2) History of any significant illnesses, hospitalizations, special needs, and changes in the child's condition since the foreign country or other child welfare authority assumed custody of the child; (3) Growth data, including prenatal and birth history, and developmental status over time and current developmental data at the time of the child's referral for adoption; and (4) Specific information on the known health risks in the specific region or country where

the child resides. (e) When the agency or person provides medical information, other than the information provided by public foreign authorities, to the prospective adoptive parent(s) from an examination by a physician or from an observation of the child by someone who is not a physician, the agency or person uses reasonable efforts to include the following: (1) The name and credentials of the physician who performed the examination or the individual who observed the child; (2) The date of the examination or observation; how the report's information was retained and verified; and if anyone directly responsible for the child's care has reviewed the report; (3) If the medical information includes references, descriptions, or observations made by any individual other than the physician who performed the examination or the individual who performed the observation, the identity of that individual, the individual's training, and information on what data and perceptions the individual used to draw his or her conclusions; (4) A review of hospitalizations, significant illnesses, and other significant medical events, and the reasons for them; (5) Information about the full range of any tests performed on the child, including tests addressing known risk factors in the child's country of origin; and (6) Current health information. (f) The agency or person itself uses reasonable efforts, or requires its supervised provider in the child's country of origin who is responsible for obtaining social information about the child on behalf of the agency or person to use reasonable efforts, to obtain available information, including in particular: (1) Information about the child's birth family and prenatal history and cultural, racial, religious, ethnic, and linguistic background; (2) Information about all of the child's past and current placements prior to adoption, including, but not limited to any social work or court reports on the child and any information on who assumed custody and provided care for the child; and (3) Information about any birth siblings whose existence is known to the agency or person, or its supervised provider, including information about such siblings' whereabouts. (g) Where any of the information listed in paragraphs (d) and (f) of this section cannot be obtained, the agency or person documents in the adoption record the efforts made to obtain the information and why it was not obtainable. The agency or person continues to use reasonable efforts to secure those medical or social records that could not be obtained up until the adoption

is finalized. (h) Where available, the agency or person provides information for contacting the examining physician or the individual who made the observations to any physician engaged by the prospective adoptive parent(s), upon request. (i) The agency or person ensures that any video and photographs of the child taken by the agency or person (including by their supervised providers) are identified by the date on which the video or photograph was recorded or taken and that they were made in compliance with the laws in the country where recorded or taken. (j) The agency or person does not withhold from or misrepresent to the prospective adoptive parent(s) any available medical, social, or other pertinent information concerning the child. (k) The agency or person does not withdraw a referral until the prospective adoptive parent(s) have had two weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the needs of the child and their ability to meet those needs, and to obtain physician review of medical information and other descriptive information, including video of the child if available.

## Unattainable Medical and Social Records Acknowledgment

We, the APs acknowledge and understand that after reasonable and multiple unsuccessful attempts to obtain documents/ information from the Central Authorities and/or Supervised Providers, ICA will continue efforts to obtain medical and social information requested by the prospective adoptive parent until finalization.

Our signatures below attest to the fact that we have read and understand all the above.

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
 Print Adoptive Parent

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
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## REFUND WAIVER & REDUCTION OF COST

The following instructions shall walk you through our policy regarding refund request, waiver of costs or reduction of costs for your adoption. Please pay close attention to the section below that refers to your situation.

### Refund Request:

1. If you are requesting a refund of the application fee to adopt and you are within 30 calendar days of submitting your application to us (from the date the application was received), you will receive all but \$750 back of the \$850 you

submitted. If you are outside the time period, fill out the attached form and submit a letter explaining your request.

2. Your ICA prepared home study is NOT refundable once it is started.

3. All Donations made are NOT refundable.

4. If you have transferred your file from one department to another or one country to another, ALL third party payments are NOT refundable and many require you to repeat them. The home study, if ICA prepared it, is NOT refundable and will be updated at no cost. Third party costs may be required for that update.

5. If you are transferring from a program that had agency costs

to a FREE program at ICA (i.e. America's Orphan program) then the costs you have already paid are not reimbursable. ICA does not ask families for "Advanced Costs". Services are performed during your commitment to adopt by ICA's "team" of people. Third parties are paid and those costs cannot be refunded. If the desired result was not achieved, ICA will continue to work hard towards that goal on your behalf.

6. If a family fails to properly disclose information or in any way puts the agency and its interest at risk, ICA retains the right to terminate their adoption process, including the home study, without providing any refund. Any exception to this policy needs to be reviewed and decided upon by the Executive Management.

**Waiver of Costs or Reduction of Costs:**

1. Please be aware that ICA takes into account all factors when determining a waiver or reduction of cost. All financial aid forms are processed as soon as possible. Scholarships are approved in accordance with date received. Amounts determined are credited to your adoption account after all outstanding balances have been paid.

2. Your part of the process is very important. Before filling

out these forms, please take some time to review your financial aid options. To start the process, please complete the financial aid packet and attach all necessary documentation.

3. All refund requests, disputes, waiver and costs or reduction of costs, should be accompanied by a written letter and from and returned to ICA. Refunds will be paid to you within 30-60 days of the decision and said decision will be sent to you in writing. Should you have any questions, please feel free to contact our office at (951) 695-3336.

Our signatures below attest to the fact that we have read and understand all of the information above.

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
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 Adoptive Parent Signature Date

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SCHEDULE F

## 96.49 PROVISION OF MEDICAL & SOCIAL INFORMATION

Regulation RE-Stated

96.49 Provision of medical and social information in incoming cases.

**(a)** The agency or person provides a copy of the child's medical records (including, to the fullest extent practicable, a correct and complete English-language translation of such records) to the prospective adoptive parent(s) as early as possible, but no later than two weeks before either the adoption or placement for adoption, or the date on which the prospective adoptive parent(s) travel to the foreign country to complete all procedures in such country relating to the adoption or placement for adoption, whichever is earlier.

**(b)** Where any medical record provided pursuant to paragraph of this section is a summary or compilation of other medical records, the agency or person includes those underlying medical records in the medical records provided pursuant to paragraph (a) of this section if they are available.

**(c)** The agency or person provides the prospective adoptive parent(s) with any untranslated medical reports or video or other reports and provides an opportunity for the client(s) to arrange for their own translation of the records, including a translation into a language other than English, if needed.

**(d)** The agency or person itself uses reasonable efforts, or requires its supervised provider in the child's country of origin who is responsible for obtaining medical information about the child on behalf of the agency or person to use reasonable efforts, to obtain available information, including in particular:

(1) The date that the foreign country or other child welfare authority assumed custody of the child and the child's condition at that time.

(2) History of any significant illnesses, hospitalizations, special needs, and changes in the child's condition since the foreign country or other child welfare authority assumed custody of the child.

(3) Growth data, including prenatal and birth history, and developmental status over time and current developmental data at the time of the child's referral for adoption.

(4) Specific information on the known health risks in the specific region or country where the child resides. (e) When the agency or person provides medical information, other than the information provided by public foreign authorities, to the prospective adoptive parent(s) from an examination by a physician or from an observation of the child by someone who is not a physician, the agency or person uses reasonable efforts to include the following:

(1) The name and credentials of the physician who performed the examination or the individual who observed the child.

(2) The date of the examination or observation; how the report's information was retained and verified; and if anyone directly responsible for the child's care has reviewed the report.

(3) If the medical information includes references, descriptions, or observations made by any individual other than the physician who performed the examination or the individual who performed the observation, the identity of that individual, the individual's training, and information on what data and perceptions the individual used to draw his or her conclusions.

(4) A review of hospitalizations, significant illnesses, and other medical events, and the reasons for them.

(5) Information about the full range of any tests performed on the child, including tests addressing known risk factors in the child's country origin.

(6) Current health information. (f) The agency or person itself uses reasonable efforts, or requires its supervised provider in the child's country of origin who is responsible for obtaining social information about the child on behalf of the agency or person to use reasonable efforts, to obtain available information, including in particular:

(1) Information about the child's birth family and prenatal history and cultural, racial, religious, ethnic and linguistic background.

(2) Information about all of the child's past and current placements prior to adoption, including, but not limited to any social work or court reports on the child and any information on who assumed custody and provided care for the child.

(3) Information about any birth siblings whose existence is known to the agency or person, or its supervised provider, including information about such siblings' whereabouts.

(g) Where any information listed in paragraphs (d) and (f) of this section cannot be obtained, the agency or person documents in the adoption record the efforts made to obtain the information and why it was not obtainable.

The agency or person continues to use reasonable efforts to secure those medical or social records that could not be obtained up until the adoption is finalized.

(h) Where available, the agency or person provides information for contacting the examining physicians or the individual who made the observations to any physician engaged by the prospective adoptive parent(s), upon request.

(i) The agency or person ensures that videotapes and photographs of the child are identified by the date on which the videotape or photograph was recorded or taken and that they were made in compliance with the laws in

the country where recorded or taken.

(j) The agency or person does not withhold from or misrepresent to the prospective adoptive parent(s) any available medical, social, or other pertinent information concerning the child.

(k) The agency or person does not withdraw a referral until the prospective adoptive parent(s) have had two weeks (unless extenuating circumstances involving the child's best interests require a more expedited decision) to consider the needs of the child and their ability to meet those needs, and to obtain physician review of medical information and other descriptive information, including videotapes of the child if available.

### Policy

ICA will provide its prospective adoptive families with any and all available medical and social information pertinent to the child two weeks prior to either the adoption or placement for adoption, or the date on which the prospective adoptive parent(s) travel to other Convention country to complete all procedures in such country relating to the adoption or placement for adoption, whichever is earlier. At no time will ICA withhold any medical information which the agency has knowledge of.

In compliance with Regulation §96.49 ICA policy, the agency will provide as much medical and social information on the prospective adoptive child as possible two weeks before the placement of adoption or the formal adoption of the child. This will enable the prospective adoptive family to make an informed decision about the acceptance or the withdrawal of this child for consideration of adoption by the prospective adoptive parent(s).

The procedures outlined below will apply to every client/family who has engaged ICA for child-placement services, whether they are adopting from a Convention country or a Non-Convention country.

### Procedure

#### 1.0 General Guidelines

1.1 ICA will, in accordance with the standard practices of the country of origin, obtain any or all readily-available

medical and social information on the child from the proper authorities in the child's country of origin.

1.2 This information may be gathered through different sources, depending on the standard practices of the country, and may differ in content, format, and style from country to country. In some countries, the information may be compiled and issued to ICA by the central authority or other governmental authorities of that country. In others, such information may be compiled and issued to ICA by orphanage personnel or independent parties who are permitted to review and compile the medical information on the child. The Director of ICA along with an outside sourced physician will review and evaluate the information made available to assure that is as concise and complete as possible.

1.3 This information will be, to the fullest extent possible, the original version in the native language, with a certified English translation, for review and consideration by prospective adoptive parent(s).

1.4 When the foreign government has referred to a child to present to a family of ICA, the Executive Director will gather the referral information and present it to the prospective adoptive family. This may occur by email and through conversations in person or by phone.

1.5 The Director will then follow up with a phone call to the prospective adoptive family to make sure the referral was received. All child referrals must be provided to the prospective adoptive family in writing (preferably by email). It is the Director's responsibility to record all child referral information in the prospective adoptive family's file. The Director must document every child referral with all information including the acceptance date. If the prospective adoptive family declines with the child, information including the reason for the decline must also be documented.

1.6 The Director will discuss the referral information concerns with the prospective adoptive family. ICA will provide a copy of the child's medical records to the prospective adoptive family as early as possible, but no later than two weeks before either the adoption or placement for adoption, or the date on which the prospective adoptive family's travel to the Convention

country to complete all procedures in such country relating to the adoption or placement for adoption, whichever is earlier (in the case where the referral is not blind or semi-blind referral in accordance with standard practices of that country).

1.7 Where any medical records provided pursuant to the above are a summary or compilation of other medical records, ICA includes those underlying medical records if they are available. ICA will also provide the prospective adoptive family with any un-translated medical reports as requested or videotapes (where allowable) or other reports and provide an opportunity for the prospective adoptive family to arrange for their own translation into a language other than English if needed. If further medical or other information is needed, ICA will make a reasonable attempt to acquire the information.

## 2.0 Information Details

2.1 ICA makes every reasonable effort to obtain any and all available medical information on a referred child from the proper authorities and/or this agency's appropriate representative in the child's country of origin. This information may include:

- The date the child became available for adoption according to the Convention country's regulations.
- History of any significant illnesses, hospitalizations, or surgeries.
- Growth and development status at the time of referral.
- Immunizations and medical tests performed on the child.
- Any medical or development concerns based on an overall evaluation of the child by the appropriate medical authorities.

2.2 If ICA provides medical information, other than the information provided by public foreign authorities, to the prospective adoptive family from an examination by a physician or from an observation of the child by someone who is not a physician, ICA uses reasonable efforts to include the following:

1. The name of the credentials who performed the examination or the individual who observed the child.
2. The date of the examination or observation; how the report's information was retained and verified; and if anyone directly responsible for the child's care has reviewed the report.
3. If the medical information includes references, descriptions, or observations made by any individual other than the physician who performed the examination or the individual who performed the observation, the identity of that individual, the individual's training, and information on what data and perceptions the individual used to draw his or her conclusions.
4. A review of hospitalizations, significant illnesses, and other significant medical events, and the reasons for them.
5. Information about the full range of any tests performed on the child, including tests addressing known risk factors in the child's country of origin
6. Current health information

2.3 ICA itself uses reasonable efforts, or requests the Central Authority in the child's country of origin who is responsible for obtaining social information about the child on behalf of ICA to use reasonable efforts, to obtain available information, including in particular:

1. Information about the child's birth family and prenatal history and cultural, racial, religious, ethnic, and linguistic background.
2. Information about all of the child's past and current placements prior to adoption, including, but not limited to any social work or court reports on the child and any information on who assumed custody and provided care for the child.
3. Information about any birth sibling whose existence is known to ICA, including information about such sibling whereabouts.

2.4 Where any of the medical information cannot be obtained, the Director documents in the adoption record the efforts made to obtain the information and why it

was not obtainable. The Director and international specialist continues to use reasonable efforts to secure those medical or social records that could not be obtained until the adoption is finalized.

2.5 ICA ensures that any videotapes and photographs of the child are identified by the date on which the videotape or the photograph was recorded or taken and that they were in compliance with the laws in the country where recorded or taken.

2.6 ICA does not withhold from or misrepresent to the prospective adoptive family any available medical, social or other pertinent information concerning the child.

2.7 ICA will disclose to the prospective adoptive parent(s) if the referral has been presented to another family prior to the current referral but does not identify the prior family, protecting the confidentiality and privacy of the adoption process.

3.0 Preparation of Prospective Adoptive Family to Receive Referral

3.1 The prospective parent(s) will be STRONGLY ENCOURAGED verbally by the Director to only accept a referral after an international pediatrician or other international medical specialist has reviewed the medical information and reported their findings to the prospective adoptive parents. This is explained to the family at various stages of the adoption process:

At Inquiry: From the Director's first meeting or comprehensive contact, families are informed of how the referral process works in each country. Typically this happens when they inquire about how the program works. During that conversation, the referral process is explained in detail with examples of recent cases of referrals and timelines. This provides families with a realistic idea of what to expect as they continue further into the adoption process. At this time, the Director also describes other referral situations and timelines to give them an idea of best and worst case scenarios and the lack of predictability in the process.

At Referral: Once the Director sends referral information to a family, she contacts the family by phone (or makes arrangement to make a telephone meeting). Time is set aside to walk the family through the entire process and what the next steps are. Families are encouraged to ask all questions and every referral document is reviewed carefully with the family.

4.0 Record Maintenance of Referral Information.

4.1 ICA maintains permanent records of all correspondence with the Director and social work staff with regard to successful or unsuccessful attempts to gather any requested additional medical, developmental, or social information on a child referral.

4.2 Upon request, ICA is able to provide limited information on the appropriate medical authorities reporting on the child. Depending on the regulations and agreements of individual countries, ICA will make reasonable requests to obtain additional medical information, and work cooperatively with the prospective adoptive parents and the officials in the child's country of origin to satisfy the medical authority reviewing the child/and or the child's medical information.

4.3 ICA may provide prospective adoptive parent(s) with photographic materials identifying the child in consideration. The agency will maintain a checklist with

dates of service to this end as a means of insuring that families have received proper updated information as requested or required. This information will be stored in the family's permanent file at ICA.

4.4 ICA will not withhold or misrepresent medical, social, developmental or other pertinent information about the child.

Our signatures below attest to the fact that we have read and understand all the above.

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
 Print Adoptive Parent

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
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SERVICE PLANS

SERVICE PLAN

Under 22 CFR Part 96 (the accreditation regulations), a primary provider is responsible for: Ensuring that all six adoption services are provided and consistent with applicable laws and regulations; Supervising and being responsible for supervised providers when used; and Development and implementing a service plan to ensure the six adoption services.

CONVENTION COUNTRY: \_\_\_\_\_

SERVICES	PROVIDER
1. Identifying a child for adoption and arranging an adoption	Agency:
2. Securing the necessary consent to termination of parental rights and to adoption	Agency:
3. Performing a background study on a child or a home study on a prospective adoptive parent(s), and reporting on such a study	Agency:
4. Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child	Agency:
5. Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption	Agency:
6. When necessary because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service pending an alternative placement.	Agency:

As the Primary Provider, the services plan will need to be tailored for the unique requirements of the country. All service plans will begin with ICA researching the adoption process for the country to identify what services might be done by the court or an authorized authority in the country. These services will have to be identified in the service plan, but we will not need to supervise the service. For services that ICA performs directly or supervises, we must assure that these services are provided with the same consistency as in Hague convention cases. Lastly, all services must be done properly to file and receive approval by USCIS. This includes the consent, child's background check and adoption approval. If there is a problem with the child's legal documents, we might not know until deep into the process.

Some services will always have to be done or supervised by ICA. (3) home study on the prospective adoptive parent(s). In situations in which the child will immigrate to the US and the final adoption is here, (IR-4 visa) these two services will have to be supervised by New Beginnings: (5) monitor the case after the child has been placed until finalizations, (post-placement supervision); and (6) when necessary because of disruption before final adoption, assume custody and child care pending alternative placement. The complexity and level of engagement for ICA will vary greatly depending on who performs the service in the foreign country. In addition, ICA will not know the adequacy of the service until the child's legal documents are received, filed with USCIS and approved. PLEASE SEE DETAILED SERVICE PLAN.

Adoptive Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Adoptive Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Adoptive Parent \_\_\_\_\_

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## SERVICE PLAN A - PHILIPPINES

Date of Service Plan \_\_\_\_\_  
(this service plan is a living document – changes and edits may be made at any time)

<b>Prospective Adoptive Mother</b>	<b>Prospective Adoptive Father</b>
<b>Home Study Agency/Person</b>	
The agency or person responsible for performing the background study of the prospective adoptive parents pursuant to 8 CFR § 204.3 and/or completing post-adoption reports as directed by the Country of Origin.	
<b>Adoption Service Provider/ Primary Provider Agency</b>	
ASP/PPA means the accredited agency or approved person that is identified pursuant to section 96.14 is responsible for ensuring that all six adoption services are provided and for supervising and being responsible for supervised providers where used.	
<b>Your ICA Adoption Case Manager</b>	
The ICA staff member who manages your case.	
<b>Country of Adoption</b>	<b>Philippines</b>
Country from which the PAPs are adopting.	
<b>Supervised Providers (foreign or domestic) (NGO, individual, and/or US home study/post-adoption agency)</b>	<b>Philippines Central Authority: National Authority for Child Care (NACC)</b>
Means any agency, person, or other non-governmental entity, including any foreign entity, regardless of whether it is called a facilitator, agent, attorney, or by any other name, that is providing one or more adoption services in an intercountry adoption case under the supervision and responsibility of an accredited agency or approved person that is acting as the primary provider in the case.	
<b>Exempted Providers</b>	<b>N/A</b>
Means a social work professional or organization that performs a home study on prospective adoptive parent(s) or a child background study (or both) in the United States in connection with an intercountry adoption (including any reports or updates), but that is not currently providing and has not previously provided any other adoption service in the case.	
<b>Public Domestic Authorities</b>	<b>NACC and Department of Social Welfare and Development (DSWD)</b>
Means an authority operated by a national or subnational government of a foreign country.	
<b>Competent Authorities</b>	<b>NACC</b>
Means a court or governmental authority of a foreign country that has jurisdiction and authority to make decisions in matters of child welfare, including adoption.	
<b>Central Authorities</b>	<b>US Department of State and NACC</b>
Means the entity designated as such under Article 6(1) of the Convention by any Convention country, or, in the case of the United States, the United States Department of State. In countries that are not Convention countries, Central Authority means the relevant competent authority as defined in this section.	
<b>Public Foreign Authorities</b>	<b>NACC</b>

Means an authority operated by a national or subnational government of a foreign country.

**WHAT IS A SERVICE PLAN?**

As outlined in the Hague Convention, the Intercountry Adoption Act of 2000 (IAA) and the Universal Accreditation Act of 2012 (UAA), a service plan lists the six (6) adoption services, who is responsible for performing them, and how and when they are performed. Those adoption services are as follows:

- Identifying a child for adoption and arranging an adoption;
- Securing the necessary consent to termination of parental rights to adoption;
- Performing a background study on a child or a home study on a prospective adoptive parent(s), and reporting on such a study;
- Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child;
- Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption; or
- When necessary because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) childcare or any other social service pending an alternative placement.

	Which Adoption Service is being performed?	Who is responsible for the service?	Where is the service implemented	When is the service implemented?	How is the service performed?
1	Identifying a child for adoption and arranging an adoption	NACC is the Central Authority for Hague adoptions in Philippines.	Philippines	NACC maintains a registry of children available for inter-country adoption. After NACC has reviewed the PAP's dossier, a child who meets the criteria expressed by the PAPs, and according to the recommendations in their home study, NACC matches the children to the PAPs.	NACC provides the adoptive parents, through their Philippines accredited agencies, the child's dossier which includes current photographs of the child, child study report, his/her medical and psychosocial background.  This information is forwarded to PAPs through ICA when it is received by NACC. Parents may request additional information and although ICA will do its best to procure the information from

					NACC, some or all additional information may not be available.
2	Securing the necessary consent to termination of parental rights to adoption	NACC/RACCO in Philippines is responsible for securing TPR.	Philippines	When NACC/RACCO receives voluntary termination (consents to adoption) or involuntary termination.	Termination of parental rights is considered at the request of the parent voluntarily or when it is determined that the parents of the child are deemed unable to parent the child.
3	Performing a background study on a child or a home study on a prospective	NACC/RACCO – background Study on child	Philippines	Regarding Special Home Findings (SHF) and Regular Adoptions, NACC will initiate and review the Child Study Report. Medical profile and psychosocial background to determine if the child is eligible for the inter-country adoption.  Regarding relative applications, NACC receives Questionnaire for Relative Adoption Applications to begin the process of child-intercountry adoption. RACCO receives notification and will initiate and complete the child's dossier to provide to NACC to determine if the child is eligible for the inter-country adoption.	The background study consists of obtaining medical and social status, photographs, legal status, birth record, birth certificate, consents, and psychological evaluation.
	Performing a	Home study	United States	The home study is part	A social worker

	background study on a child or a home study on a prospective	agency		of the PAPs' dossier and therefore, should be started when the PAPs make the decision to adopt.	licensed in the state in which the PAPs live will complete a home study based on required information as established by the state's licensing authority. Such information may include criminal and child abuse background clearances, references, home inspections, financial status, social/familial backgrounds, etc...
4	Making a non-judicial determinations on the best interests of a child and the appropriateness of an adoptive placement for the child	NACC and ICA	Philippines and United States	NACC reviews PAP's dossier to determine if a possible match can be made between PAPs and a child available for international adoption and in the child's best interest.	NACC studies the PAPs' dossier to consider the best interests of a child while searching the Registry of children. Once a suitable match is established, NACC will give a referral through primary provider to the PAPs consisting of the child's medical and social background.
5	Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption.	ICA and NACC	United States	Once a child is placed with PAPs upon entering the United States.	A determined number of post-placement reportings are completed within six months of placement.
6	When necessary because of a	ICA and NACC	United States	This service is implemented once all	This service is performed by ongoing

disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service, pending an alternate placement			crisis planning efforts have been explored such as counseling, respite, psychological evaluation, and in-home behavioral support.	communication between ICA and NACC to determine the best interest of the child regarding permanency and long-term care.
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I have received and understand this Service Plan. I understand that my/our adoption is a work-in-progress and that unexpected changes or delays, particularly relating to services in a foreign country, may occur. I understand that this plan might be altered as the adoption progress evolves. My signature below acknowledges my agreement with this Service Plan.

Adoptive Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Adoptive Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Adoptive Parent \_\_\_\_\_

Print Adoptive Parent \_\_\_\_\_

SAMPLE

## SERVICE PLAN B - BULGARIA

Date of Service Plan \_\_\_\_\_

(this service plan is a living document – changes and edits may be made at any time)

<b>Prospective Adoptive Mother:</b>		<b>Prospective Adoptive Father:</b>	
<b>Home Study Agency/Person:</b>			
The agency or person responsible for performing the background study of the prospective adoptive parents pursuant to 8 CFR § 204.3 and/or completing post-adoption reports as directed by the Country of Origin.			
<b>Adoption Service Provider/ Primary Provider Agency</b>			
ASP/PPA means the accredited agency or approved person that is identified pursuant to section 96.14 is responsible for ensuring that all six adoption services are provided and for supervising and being responsible for supervised providers where used.			
<b>Your ICA Adoption Case Manager</b>			
The ICA staff member who manages your case.			
<b>Country of Adoption</b>		<b>Bulgaria</b>	
Country from which the PAPs are adopting.			
<b>Supervised Providers (foreign or domestic) (NGO, individual, and/or US home study/post-adoption agency)</b>		<b>Vesta</b>	
Means any agency, person, or other non-governmental entity, including any foreign entity, regardless of whether it is called a facilitator, agent, attorney, or by any other name, that is providing one or more adoption services in an intercountry adoption case under the supervision and responsibility of an accredited agency or approved person that is acting as the primary provider in the case.			
<b>Exempted Providers</b>		<b>US home study/post-adoption agency</b>	
Means a social work professional or organization that performs a home study on prospective adoptive parent(s) or a child background study (or both) in the United States in connection with an intercountry adoption (including any reports or updates), but that is not currently providing and has not previously provided any other adoption service in the case			
<b>Public Domestic Authorities</b>		<b>The Social Assistance Directorate in Bulgaria is responsible for securing TPR</b>	
Means an authority operated by a national or subnational government of a foreign country.			
<b>Competent Authorities</b>		<b>Sofia City Court</b>	
Means a court or governmental authority of a foreign country that has jurisdiction and authority to make decisions in matters of child welfare, including adoption.			
<b>Central Authorities</b>		<b>US Department of State; Department of International Legal Child Protection and Inter country Adoptions Ministry of Justice</b>	
Means the entity designated as such under Article 6(1) of the Convention by any Convention country, or, in the case of the United States, the United States Department of State. In countries that are not Convention countries, Central Authority means the relevant competent authority as defined in this section.			

**Public Foreign Authorities**

**Ministry of Justice of Republic of Bulgaria Department of International Adoption and International Protection of Children**

Means an authority operated by a national or subnational government of a foreign country.

**WHAT IS A SERVICE PLAN?**

As outlined in the Hague Convention, the Intercountry Adoption Act of 2000 (IAA) and the Universal Accreditation Act of 2012 (UAA), a service plan lists the six (6) adoption services, who is responsible for performing them, and how and when they are performed. Those adoption services are as follows:

- Identifying a child for adoption and arranging an adoption;
- Securing the necessary consent to termination of parental rights to adoption;
- Performing a background study on a child or a home study on a prospective adoptive parent(s), and reporting on such a study;
- Making non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child;
- Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption; or
- When necessary because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other social service pending an alternative placement.

Which Adoption Service is being performed?	Who is responsible for the service?	Where is the service implemented	When is the service implemented?	How is the service performed?
1 Identifying a child for adoption and arranging an adoption	The Bulgarian Ministry of Justice is the Central Authority for Hague Adoptions in Bulgaria.  The International Adoption Council within the Ministry of Justice.	Bulgaria	The MOJ also maintains a registry of children available for inter-country adoption. After the MOJ has reviewed the PAP's dossier, a child who meets the criteria expressed by the PAPs, and according to the recommendations in their home study, the MOJ matches the children to the PAPs.	The MOJ provides the adoptive parents, through their Bulgarian accredited agency, photographs of the child and information about the child, including his/her medical and social situation.  This information is forwarded to PAP by their Adoption Case Worker when it is received by the FSP, and after translation in Bulgaria. Parents may request additional information and although ICA will

					do its best to procure the information from the MOJ, some or all additional information may not be available.
2	Securing the necessary consent to termination of parental rights to adoption	The Social Assistance Directorate in Bulgaria is responsible for securing TPR.	Bulgaria	When the Directorate receives voluntary termination (consents to adoption) or involuntary termination.	Termination of parental rights is considered at the request of the parent voluntarily or when it is determined that the parents of the child are deemed unable to parent the child.
3	Performing a background study on a child or a home study on a prospective adoptive parent(s), and reporting on such a study.	The Adoption Council at the Regional Social Assistance Directorate	Bulgaria	According to the Family Code in Bulgaria, Ord. No.3, Chapter II, Section II, when the Court approves the undertaking of protection measure under the terms of the Child Protection Act and/or Orders for temporary placement issued by the Director of the Social Assistance Directorate	The background study consists of obtaining medical and social status, photographs, legal status, birth record, birth certificate, consents, court orders, personal characteristics, certificate of kinship, statement of opinion from the Social Assistance Directorate regarding child's wish to be adopted abroad, if of age to do so.
		Home study agency	United States	The home study is part of the PAPs' dossier and therefore, should be started when the PAPs make the decision to adopt.	A social worker licensed in the state in which the PAPs live will complete a home study based on required information as established by the state's licensing authority. Such

					information may include criminal and child abuse background clearances, references, home inspections, financial status, social/familial backgrounds, etc...
4	Making a non-judicial determinations of the best interests of a child and the appropriateness of an adoptive placement for the child	The Bulgarian Ministry of Justice and The International Adoption Council within the Ministry of Justice	Bulgaria and the United States	The FSP provides PAP's registration documents to the MOJ, which alone makes the decision on a match between PAPs and a child available for international adoption and in the child's best interest.	The MOJ studies the PAPs' dossier to consider the best interests of a child while searching the Registry of children. Once a suitable match is established, the MOJ will give a referral through the FSP to the PAPs consisting of the child's medical and social background.
5	Monitoring a case after a child has been placed with prospective adoptive parent(s) until final adoption	This service is not applicable in Bulgaria as the children are not placed with the parents until after final adoption.			
6	When necessary because of a disruption before final adoption, assuming custody and providing (including facilitating the provision of) child care or any other	This service is not applicable in Bulgaria as the children are not placed with the parents until after final adoption.			

social service,  
 pending an  
 alternate placement

I have received and understand this Service Plan. I understand that my/our adoption is a work-in-progress and that unexpected changes or delays, particularly relating to services in a foreign country, may occur. I understand that this plan might be altered as the adoption progress evolves. My signature below acknowledges my agreement with this Service Plan.

Adoptive Parent Signature

Date

Adoptive Parent Signature

Date

Print Adoptive Parent

Print Adoptive Parent

SAMPLE

ACKNOWLEDGEMENT & ACCEPTANCE

**ACKNOWLEDGEMENT & ACCEPTANCE  
 OF MINISTRY AGREEMENT & ALL SCHEDULES**

I/We acknowledge that I/we have read and agreed to all Fees, Schedules and Services pertaining to this adoption.  
 My/Our signature/s below attest to the above statement.

International Adoption Ministry Agreement

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Introduction

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Adoption Services Fee Agreement

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Adoption Estimated Services and Fees

Initial \_\_\_\_\_ Initial \_\_\_\_\_

International Adoption Fee Schedule

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Outgoing Fee Schedule

Initial \_\_\_\_\_ Initial \_\_\_\_\_

International Adoption Service Agreement

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Schedule A - International Complaint & Policy Procedure

Initial \_\_\_\_\_ Initial \_\_\_\_\_

- Responding to Complaint and Records and Reports Management
- Complaint Reporting Form

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Schedule B - Post-Placement & Post-Adoption Services & Reporting

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Schedule C - Post-Placement/Post-Adoption Schedule

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Schedule D - Waiver of Liability (Includes medical)

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Schedule E - Refund Waiver & Reduction of Cost

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Schedule F- Provision of Medical and Social Information

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Service Plan A

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Service Plan B

Initial \_\_\_\_\_ Initial \_\_\_\_\_

Our signatures below attest to the fact that we have read and understand all the above.

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
 Adoptive Parent Signature Date

\_\_\_\_\_  
 Print Adoptive Parent

\_\_\_\_\_  
 Print Adoptive Parent

Initial \_\_\_\_\_ Initial \_\_\_\_\_

NOTARIZED SIGNATURES

*Please do not sign and date until you are with a notary.*

Adoptive Parent Signature	Date	Name of Adoptive Parent (Print)

Adoptive Parent Signature	Date	Name of Adoptive Parent (Print)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_ } County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)